

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	11/1/2013	12/2/2013
Sheridan Elementary (K-5)	84	81	79
First Street Elementary (K-5)	465	494	498
Carlin C. Coppin Elementary (K-5)	412	400	396
Creekside Oaks Elementary (K-5)	559	635	630
Twelve Bridges Elementary (K-5)	717	679	677
Foskett Ranch Elementary (K-5)	552	535	535
Lincoln Crossing Elementary (K-5)	684	689	693
Glen Edwards Middle School (6-8)	686	728	727
Twelve Bridges Middle School (6-8)	853	823	821
Lincoln High School (9-12)	1,516	1,588	1,575
Phoenix High School (10-12)	65	65	66
TOTAL	6593	6717	6697

Parent Participation Program

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

Pre-K/Special Ed

Foskett 15
 FSS PPPIP 49

Parent Education 60

State Preschool

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

GLOBAL DISTRICT GOALS

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

Western Placer Unified School District
Regular Meeting of the Board of Trustees
December 3, 2013, 7:00 P.M.
Lincoln High School – Library
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.

6:25 P.M. START

1. **CALL TO ORDER** – Lincoln High School – Library

6:30 P.M.

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

- 2.1 **CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations

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

- 2.2 **PERSONNEL**

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

7:00 P.M.

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

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

- 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations

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

- 3.2 **PERSONNEL**

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

December 3, 2013

Agenda

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:
 - November 5, & 19th, 2013 Regular Board of Trustee Meeting
 - 4.2 Approval of Warrants
 - 4.3 Classified Personnel Report
 - 4.4 Certificated Personnel Report
 - 4.5 Student Discipline Stipulated Expulsion, #13/14 – F.
 - 4.6 Ratification of Agreement with GC Consulting for Inspector of Record Services.
 - 4.7 Ratification of Agreement for Services with Rainforth Grau Architects for Master Plan Update.
 - 4.8 Approve Single Plans for Student Achievement.
 - 4.9 Re-approval State Preschool Contract which includes Resolution No. 13/14.14.
 - 4.10 Approval of WPUSD Representative to the Community Advisory Committee.
- 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.

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 Regarding the Change of Middle School Attendance for Carlin C. Coppin Elementary Attendance Area**

Due to enrollment growth projection, and vast reduction in student capacity at Twelve Bridges Middle School (TBMS), staff has worked over the past year to formulate a plan to implement the change of middle school attendance for the Carlin C. Coppin Elementary (CCC) attendance area. Currently students of this elementary school are included in the TBMS attendance boundary. The proposed change would bring CCC back into the Glen Edwards Middle School (GEMS) attendance boundary, as it originally was.

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

Agenda

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

8.1 Action CARLIN C. COPPIN MIDDLE SCHOOL ATTENDANCE BOUNDARY CHANGE – Leaman/Kilpatrick/Steer (13-14 G & O Component I, II, III, IV, V)

- Due to enrollment growth projections, and vast reduction in student capacity at Twelve Bridges Middle School, staff has worked over the past year to formulate a plan to implement the change of middle school attendance for the Carlin C. Coppin Elementary attendance area.

Currently students that attend Carlin C. Coppin are included in the Twelve Bridges Middle School attendance boundary. The proposed change would bring that elementary school back into the Glen Edwards Middle School attendance boundary.

8.2 Action APPROVAL OF PROPOSAL FOR ASPHALT AT CARLIN C. COPPIN ELEMENTARY SCHOOL FRONT ENTRY WALKWAY FROM BRCO CONSTRUCTORS, INC – Kilpatrick/Steer (13-14 G & O Component I, II, III, IV, V)

- In the past six months, it has come repeatedly to Staff's attention that the asphalt in the entry walk area at Carlin C. Coppin is eroding to a point of becoming unsafe. There are an abundance of cracks and chunks of disintegrated asphalt that many are concerned could be a hazard.

8.3 Action ADOPTION OF RESOLUTION NO. 13/14.13 FOR ACCEPTANCE OF GRANT DEED FROM CITY OF LINCOLN FOR PROPERTY – Kilpatrick/Steer (13-14 G & O Component I, II, III, IV, V)

- The City of Lincoln has begun the process of preparing the old waste water treatment plant for sell to future home builders/developers. During this exercise, it came to light that neither the City of Lincoln, nor the Western Placer Unified School District, could find the original deed to the property located at the corner of Nicholas and Waverly Lane that WPUSD utilizes as the Maintenance and Transportation Yard. This property is noted as being a portion of APN 021-262-007-000.

Roll Call Vote:

8.4 Action APPROVAL OF LEASE-LEASE BACK CONTRACT WITH BRCO CONSTRUCTORS, INC. FOR REMODEL OF GLEN EDWARDS MIDDLE SCHOOL ADMINISTRATION – Kilpatrick/Steer (13-14 G & O Component I, II, III, IV, V)

- As the Board is aware, staff has been making steady improvement to the Glen Edwards Middle School Campus. The next step in improving not only the look of the campus, but pride in the facility for those who work and learn within it, is to remodel some of the front office area. The goal is to restore a better flow to the office, provide the principal a more private office area, improve lighting and finishes.

December 3, 2013

Agenda

- 8.5 Action** **ESTABLISH ANNUAL ORGANIZATIONAL MEETING - Leaman**
(12-13 G & O Component I, II, III, IV, V)
• Education Code requires district to schedule an annual organizational meeting in December for selecting board officers. Placer County Office of Education request we take board action to submit our Annual Organization Meeting date to PCOE by November 27, 2013.

- 8.6 Discussion/** **PROPOSALS FOR NEGOTIATIONS REGARDING THE**
Information **COLLECTIVE BARGAINING AGREEMENT BETWEEN**
WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE
WESTERN PLACER TEACHERS ASSOCIATION - Davis *(12-13 G & O Component I, II, III, IV, V)*
• Pursuant to Government Code section 3547, all contract proposals of the recognized employee groups and of the District must be presented at a public meeting of the District. This is commonly referred to as "Sunshining" the proposals. The Western Placer Unified School District and the Western Placer Teachers Association are both proposing opening Articles for negotiations for a successor Collective Bargaining Agreement as the current Agreement ends on June 30, 2014. Both proposals are presented in this agenda item (see attached) in order to allow the members of the public to become informed and have an opportunity to express themselves regarding the proposals. There is no action required regarding this item at this meeting and this item will return at a future meeting for the Board to act on the District's proposal.

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

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

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

9.2 BOARD MEMBER REPORTS/COMMENTS**10. ESTABLISHMENT OF NEXT MEETING(S)**

The President will establish the following meeting(s):

- **December 17, 2013 7:00 P.M.**, Annual Organizational Meeting of the Board of Trustee
– Lincoln High School

11. ADJOURNMENT

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

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

Western Placer Unified School District

CLOSED SESSION AGENDA

Place: Lincoln High School – Staff Room

Date: Tuesday, December 3, 2013

Time: 6:30 P.M.

1. LICENSE/PERMIT DETERMINATION
 2. SECURITY MATTERS
 3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
 4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
 5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
 6. LIABILITY CLAIMS
 7. THREAT TO PUBLIC SERVICES OR FACILITIES
 8. **PERSONNEL**
 - * PUBLIC EMPLOYEE APPOINTMENT
 - * PUBLIC EMPLOYEE EMPLOYMENT
 - * PUBLIC EMPLOYEE PERFORMANCE EVALUATION
 - * PUBLIC EMPLOYEE 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:
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:
December 3, 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

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

SUBJECT:

Bargaining Groups:

WPTA & CSEA Negotiations

Agency Negotiators:

Scott Leaman, Superintendent

Mary Boyle, Deputy Superintendent

Ryan Davis, Assistant Superintendent

of Personnel Services Audrey Kilpatrick,

Assistant Superintendent Business and Operations

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

Ryan Davis

Assistant Superintendent
of Personnel Services

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

December 3, 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.

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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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 Minutes:

- November 5 & November 19, 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:

December 3, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- November 5 & 19, 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
November 5, 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
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
Rosemary Knutson, Secretary to the Superintendent
Heather Steer, Facilities Coordinator
Carol Percy, Lincoln News Messenger

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 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 Personnel Services, Audrey Kilpatrick, Assistant Superintendent of Business and Operations
 - 2.3 **PERSONNEL**
 - a. Public Employee Discipline/Dismissal/Release

4.1.1

November 5, 2013

Minutes

2.4 INTERDISTRICT ATTENDANCE APPEAL

- a. Interdistrict Request Appeal 13/14 – 27

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 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 taken

3.3 PERSONNEL

- a. Public Employee Discipline/Dismissal/Release

The Board took action in closed session to release one probationary classified employee.

3.4 INTERDISTRICT ATTENDANCE APPEAL

- a. Interdistrict Request Appeal 13/14 – 27

Motion by Mr. Carras, seconded by Mr. Long, and passed by a 5-0 vote to deny transfer appeal.

4. CONSENT AGENDA

- 4.1 Approval of Meeting Minutes for:

- October 1, & 15th, 2013 Regular Board of Trustee Meeting

- 4.2 Approval of Warrants

- 4.3 Classified Personnel Report

- 4.4 Certificated Personnel Report

- 4.5 Position Description: Counselor on Special Assignment – Peer Coach.

- 4.6 Approve Williams Uniform Quarterly Complaint Report

- 4.7 Student Discipline Stipulated Expulsion Students # 13/14 – E.

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

4.1.2

November 5, 2013

Minutes**5. COMMUNICATION FROM THE PUBLIC**

No comments from the public

6. REPORTS & COMMUNICATION

6.1 Lincoln High School, Student Advisory, Jillian Loya reported:

- Football going to the playoffs
- Varsity Volleyball going to playoffs
- Cross Country has two runners moving ahead in the competition.
- LHS had a Rally, all went well and there were positive vibes from the students.

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

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

6.4 Superintendent – Scott Leaman

- Met with the new Chief of Police today
- Varsity is going to playoffs
- LHS band is amazing
- Mr. Cubias starts his new position at TBE on Monday
- Finalizing on the principalship at GEMS

7. ♦ACTION ♦DISCUSSION ♦INFORMATION**7.1 Action**

APPROVE RESOLUTION 13/14.11 THE EDUCATION PROTECTION ACCOUNT AND SPENDING PLAN FOR 2013-14 – Kilpatrick (13-14 G & O Component I, II, III, IV, V)

•In addition, there will now be a requirement for the annual financial audit to include verification that the EPA funds were used as specified by Proposition 30. If EPA funds are not expended in accordance with the requirements of Proposition 30, civil or criminal penalties could be incurred. *The EPA funds are NOT new dollars to the district, but are simply a portion of the Revenue Limit funding received.*

Audrey Kilpatrick reported all charters will be required to provide a spending plan for the charter. Motion by Mr. Long, seconded by Mr. Haley, and passed by a 5-0 roll call vote to approve Resolution 13/14.11 requesting the Education Protection Account and Spending Plan for 2013-14. Roll call vote: Long, Armitage, Carras, Haley, Wyatt

7.2 Information PROPOSITION 39 UPDATE – Steer (13-14 G & O Component I, II, III, IV, V)

•Proposition 39 and Senate Bill 73 were signed into law on June 27, 2013, called the California Clean Energy Jobs Act of 2013. The purpose of this bill was to give funding to various entities to promote the improvement of energy efficiency and the creation of jobs. This program will be run by the California Energy Commission, and funds apportioned by the California Department of Education.

Heather Steer presented a power point presentation on the Proposition 39, Funding Pathway, which included the following.

- Approval Guidelines take place in early December
- WPUSD is on track to receive \$279,608.00 annually over five years.

4,13

- The district is allowed to request “planning money” which comes out of our annual allocation.
- No project plans can be submitted or projects reimbursed until after the guidelines are approved.
- Exhibit C: Proposition 39 Funding Pathway Example
 - ~Step 1 – Electric and Gas Usage/Billing Data
 - ~Step 2 – Benchmarking of facilities
 - ~Step 3 - Energy Project Prioritization Considerations
 - ~Step 4 – Sequencing of Facility Improvements
 - ~Step 5 – Energy Project Identification
 - ~Step 6 - Cost-Effectiveness Determination
 - ~Step 7 – Complete and Submit an Energy Expenditure Plan
 - ~Step 8 – Project Tracking and Reporting

There was discussion on Schools, Energy Efficiency Retrofits, and Solar, these are projects to consider.

7.3 Information/ Discussion **REVIEW OF PROCESS TO DATE AND POSSIBLE SOLUTIONS FOR CARLIN C. COPPIN HVAC ISSUES – Steer (13-14 G & O**

Component I, II, III, IV, V)

• In our continued discussions regarding Carlin C. Coppin and the heating/air conditioning problems at the site, we have circled around the project development agreement with Johnson Controls, Inc. and the solutions contained therein.

Heather Steer presented Project development Agreement. JCI presented a project which included district wide energy savings, and upgrades to multiple systems and district-wide control system, complete overhaul on CCC heating and air conditioning system. The power point included the following options:

- **Option 1** – Engage in full JCI Project as proposed
- **Option 2** – Request JCI revise project scope to include only District-wide energy and controls, remove CCC from the mix.
- **Option 3** – No project with JCI, independently do our best to improve current system at CCC.
- **Option 4** – Do nothing

Capital Financial will attend the next meeting to discuss and present a fresh look at options.

After some board discussion, it was the consensus of the board to bring back ideas to the next board meeting.

7.4 Information/ Discussion **PG &E HVAC QUALITY MAINTENANCE – Steer (13-14 G&O**
Component I, II, III, IV, V)

• Our District representative from PG&E has recently offered to Staff the opportunity to participate in their HVAC Quality Maintenance Program. Differing from programs in the past, this current program utilizes a combination of contractor and agency incentives in order to promote the full and regular maintenance of heating and air conditioning equipment. Systems that are running efficiently will use less energy; also equipment that is properly maintained will last longer and reduce repair and replacement costs.

4.1.4

Heather Steer presented a power point on PG& E's Commercial HVAC Quality Maintenance Program. Curtis Stizzo, Maintenance Director is looking at total units, and this will be brought back for review.

7.5 Action

EXTENSION OF AGREEMENT WITH SUNCAL LLC. FOR HOLD ON SOUTHERN ELEMENTARY SCHOOL SITE IN LINCOLN CROSSINGS DEVELOPMENT – Steer (13-14 G & O Component I, II, III, IV, V)

• In December 2010, The Western Placer Unified School District entered into a Memorandum of Understanding with SunCal Lincoln Crossing LLC with regards to the continued reservation of the Southern Elementary School Site in Lincoln Crossings. With this MOU, should the District wish to continue the hold on the site, it must submit a letter requesting extension as well as a check for \$25,000.00. The letter and monetary requirements are necessary annually until such time as the District acquires the site, or until November 2016 when the MOU expires. Per WPUSD's Facilities Master Plan this site will be our next elementary school location and therefore staff finds this extension necessary to retain the site for future construction as soon as funds become available.

Heather Steer presented the extension with the SunCal LLC. Motion by Mr. Carras, seconded by Mr. Armitage, and passed by a 5-0 vote to approve the extension Agreement with SunCal LLC, for the hold on Southern Elementary School site in Lincoln Crossings Development.

7.6 Discussion

BUDGET COMMITTEE PARAMETERS – Leaman (13-14 G&O Component I, II, III, IV, V)

• There are many converging issues surrounding the budget this year. Along with budget reductions, the district is being funded through the Local Control Funding Model and the Board will be asked to adopt a funding plan through the Local Control Accountability Plan next year. With these needs, the district is reorganizing the budget committee duties as outlined on the attached document. This committee would be formed under the leadership of the district office.

Mr. Leaman presented the budget committee parameters, and reviewed the process. He has already discussed the parameters with the associations and they will approve it as well.

7.7 Action

ADOPTION OF NEW AND REVISED POLICIES, REGULATIONS AND EXHIBITS – Leaman (12-13 G & O Component I, II, III, IV, V)

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

- BP/AR 1312.3 Uniform Complaint Procedures
- AR 5117 Interdistrict Attendance
- BP 5131.2 Bullying
- BP 7110 Facilities Master Plan
- BP/AR 7160 Charter School Facilities
- BP/AR 7214 General Obligation Bonds

Motion by Mr. Armitage, seconded by, Mr. Long, and passed by a 5-0 vote to approve new and revised policies as presented.

4.1.5

November 5, 2013

Minutes**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 – fun to see the football game, and teams seem to be improving

Mr. Long – big game at Colfax, and asked if Mr. Hess would be attending the Board of Trustee dinner.

Mr. Armitage – the band is doing great, attending the band at the middle school

Mr. Carras - reported about 100 people will be attending the Trustee Dinner.

Thanked Heather for the presentation.

Mrs. Wyatt the Halloween carnival at LHS was great, and the haunted house was really good. She reported Shelly Hoover said she loves the staff administration, and she is doing a lot traveling.

9. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **November 19, 2013 7:00 P.M.**, Regular Meeting of the Board of Trustee –
Sheridan Elementary School

10. ADJOURNMENT

There being no further business the meeting was adjourned at 8:41 p.m.

Kris Wyatt, President

Damian Armitage, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the
Superintendent

Adopted:

Ayes:

Noes:

Absent:

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

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4.1.6

Western Placer Unified School District
Regular Meeting of the Board of Trustees
November 19, 2013, 7:00 P.M.
Sheridan Elementary – Multi-Purpose Room
4730 H Street, Sheridan, CA 95681

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
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
Rosemary Knutson, Secretary to the Superintendent
Heather Steer, Facilities Coordinator

6:00 P.M. START

1. **CALL TO ORDER** – Sheridan Elementary School – Multi-Purpose Room

6:05 P.M.

2. **CLOSED SESSION** – Sheridan Elementary School - Staff 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 LEGAL COUNSEL – ANTICIPATED LITIGATION**
 - 1 Potential Case

- 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

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Minutes

- 2.4 **PERSONNEL**
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Public Employee Discipline/Dismissal/Release – CL 13/14.3

7:00 P.M.

3. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE**– Sheridan Elementary School
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

The Board of Trustees took action in closed session to approve the settlement agreement between the City and the District by a 5-0 vote.

- 3.2 **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

- 1 Potential Case

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
Public Employee Discipline/Dismissal/Release – CL 13/14.3

The Board took action on employee CL 13/14.3. It was a unanimous vote.

SPECIAL ORDER OF BUSINESS

- 4.1 **School Being Featured: Sheridan Elementary School –**
Mr. Leaman introduced Ms. Willes, Sheridan Principal. She presented a video which included students, staff and volunteers, along with all that is happening at Sheridan Elementary. Ms. Willes asked Joel Sampson spoke about parent participation, and what the community groups have done for Sheridan Elementary and all the volunteerism within the community.

- 4.2 **Rotary Support of Literacy-**

4.1.8

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- 4.3 Mary Boyle presented the Lincoln Rotary with a Certificate of Appreciation for Support of Literacy. Rotary has donated 21 bikes to WPUSD elementary students to support their reading this year.

Johnson Controls, LLC

Mike Koziowski with Johnson Controls presented Lincoln High Student, Travis Tibbs with a \$500.00 Apple gift card, for winning an energy project contest that was held during the spring through Johnson Controls, LLC.

5. CONSENT AGENDA

- 5.1 Classified Personnel Report
5.2 Certificated Personnel Report

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

6. COMMUNICATION FROM THE PUBLIC

No communication from the public

7. REPORTS & COMMUNICATION

- 7.1 Lincoln High School, Student Advisory – Jillian Loya was not present
7.2 Western Placer Teacher's Association – Tara McCroskey no report
7.3 Western Placer Classified Employee Association – Mike Kimbrough, Karen Roberts spoke in his place. She reported that CSEA is having their Annual Christmas party on Friday, December 13th, at Old Town Pizza
7.4 Superintendent – Scott Leaman reported the following:
- District office hours during Thanksgiving break will 10:00 a.m. to 2:00 p.m. on Monday and Tuesday, and the office will be closed Wednesday through Friday.
 - Barrett Hess, Placer County Teacher of the Year gave a great speech at the Annual Placer County Trustee Dinner.
 - Budget committee

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

8.1 Discussion **REVIEW AND APPROVAL OF SCHOOL FACILITIES**
Action **AGREEMENTS WITHIN THE VILLAGE 1 PLAN AREA –**

Kilpatrick/Leaman/Steer (12-13 G & O Component I, II, III, IV, V)

• Within the last two years, Staff has made a number of presentations to the Board of Trustees regarding the District's inability to fully fund the construction of new school facilities within future developments. This is both because of a lack of local funding and a disparity in the amount of State matching funding compared to the actual costs of school construction.

Heather Steer reported that Lake Development is willing to enter into an agreement. There are 4 different entities, which include Walkup Ranch (Layn & Duff/Lake Development); Leavell Ranch (Epick); Bella Rosa, LLC; and Elliott (Sunset Tartesso, LLC/East Lincoln Associates, LLC).

4.1.9

Megan Macy, District Legal Counsel presented the board with a power point of the Summary Agreement to review the following components:

Summary of Agreement:

- Developer pays Residential School Fees
 - ~Subject to Inflation Factor
 - ~Freeze and cap incentives until 2020
 - ~Prepayment Option
- Walkup Ranch and Bella Rosa will provide School Site at fair market value price in exchange for fee credits
- Developer pays Commercial School Fees at statutory rate.
- Agreements run with the land.

Fee Structure:

- 1-1199 square feet = \$6.25 sq./ft.
- 1200-1360 square feet = \$7,500 per unit
- 1361-2700 square feet = \$5.55 sq./ft.
- 2701-4000 square feet = \$14,985 per unit
- 4001 + square feet = \$16,485. per unit

Mitigation Implication:

- Residential School Fees are substantially more than statutory developer fee.
- State Funding will still be required to build schools.
- Other sources, including possibly special taxes or a GO Bond, will be required to build schools.

This only covers the properties north of 193. The Board thanked Rick Feld for all his work in pulling together the participation. Motion by Mr. Carras, seconded Mr. Armitage, and passed by a 5-0 vote to approve Agreements within the Village 1 Plan.

- 8.2 Information/ **FINANCIAL REVIEW OF JOHNSON CONTROLS, INC. REVISED**
Discussion **PROJECT SCOPE** – Leaman/Kilpatrick/Steer (12-13 G & O Component I, II, III, IV, V)
•Development Agreement with Johnson Controls, Inc. (JCI).

In September, JCI presented a revised scope of work in order to better reflect; the needs of the District, concerns of the Board and Staff, and to show how the repayment schedules would change with the new Proposition 39 funding. Since that time, per the Board's request, and Ad Hoc committee was formed to review the project as proposed, as well as all other information regarding fixing Carlin C. Coppin's HVAC. In addition to our in depth review of this matter, JCI has been working with the District's financial consultants Capital Public Finance Group (CPFG).

Heather Steer introduced Jeff Small with Capital Public Finance Group. Jeff presented a power point, and discussed the two projects that the district has along with prop 39. He reviewed the following Options:

- **The District has analyzed two project options:**
 - ~Option #1 – District-wide energy efficiency measures and HVAC improvements (project cost of \$3.8 million)

~Option #2 – Coppin-only HVAC improvements (project cost of 1.3 million)

- District-wide energy savings could be leveraged to fund the cost of the Coppin HVAC improvements
- Estimated Project Costs
- Proposition 39 Facts
- Implementation Schedule
- Process to Receive Energy Project Award Funding
- Proposition 39 Risks
- How to Fund Your Project
- Potential Revenue
- Consideration of Repayment of Existing COPS
- Initial Board Direction & Project Implementation
- Consider Contract Negotiations with JCI

After the presentation there was some discussion of which direction the board would like to move towards.

8.3 Action

APPROVAL OF FULL SYSTEM VERIFICATION FOR HVAC AT CARLIN C. COPPIN ELEMENTARY – Leaman/Kilpatrick/Steer
(12-13 G & O Component I, II, III, IV, V)

• During the presentation of November 5, 2013, the Board showed a distinct interest in pursuing the possibility of working with the current chiller/boiler system by making changes that would yield, if not a complete change of system, at least better comfort.

Heather Steer reported on two options that were requested from the board. Option #3 would be to make changes to the current chiller and boiler, and move forward. If this is something the board would like to explore. The estimated cost would be \$28,000.00 which would include chiller and boiler. After some discussion there was a motion by Mr. Carras, seconded by Mr. Armitage, and passed by a 4-1 vote to approve the district engage with SEED, Inc. to perform a full system verification at Carlin C. Coppin. No vote by Mr. Long

8.4 Information/ Discussion **PROPOSAL FOR IMPLEMENTATION OF CARLIN C. COPPIN MIDDLE SCHOOL ATTENDANCE BOUNDARY CHANGE –**

Leaman/Kilpatrick/Steer *(12-13 G & O Component I, II, III, IV, V)*

• When Twelve Bridges Middle School was opened in 2006, in order to utilize available space and better balance the enrollment between the two middle schools, it was designated that students from the Carlin C. Coppin Elementary attendance area would be redirected to attend Twelve Bridges Middle School. This action was made knowing that at some point in the future the middle school boundaries would need to be reestablished to their original format in order to prevent overcrowding at Twelve Bridges Middle.

Heather Steer presented a power point on boundaries, and covered the following:

Purpose of the Plan

- Student enrollment growing in both Twelve Bridges Elementary and Carlin C. Coppin Elementary
- Twelve Bridges Middle is at capacity and the school is facing over population within a year.

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- Need to balance enrollment at both Glen Edwards Middle School and Twelve Bridges Middle School.
- Current 2013/14 5th graders at Carlin C. Coppin Elementary will attend Glen Edwards Middle School in the 2014/15 school year
- Students who are currently attending Twelve Bridges Middle School can continue to attend there until completing 8th Grade.
- Bussing service to Twelve Bridges Middle School for current attending student will continue until they graduate, or no longer needed.

Timeline of Process

~March 2013 – Information to Board

~May 2013 – CCC Parent Information Meeting

~May 2013 – Board of Trustee Update

~August 2013 – 1st Informational Meeting at CCC Back to School Night~October 2013 – 2nd Informational Meeting at CCC

~November 2013 – Complete plan to change Boundaries

~December 2013 Boundary change recommendation to Board for Action

She also presented questions and concerns regarding the changes. The final recommendation will come before the board at the December meeting for approval. The implementation date will be the fall of 2014.

8.5 Action**DISPOSAL OF SURPLUS ITEMS – Kilpatrick (12-13 G & O Component I, II, III, IV, V)**

•Board Policy 3270 provides that the Board of Trustees may authorize the disposal of surplus equipment when the equipment becomes unusable, obsolete or no longer needed. Administrative Regulation 3270 provides the process for selling surplus or obsolete property through a number of methods. If the property value is insufficient to defray the costs to arrange a sale, the Board may unanimously approve that property be donated to a charitable organization deemed appropriate by the Board or may be disposed of by dumping (EC 17546)

Audrey Kilpatrick requested approval for disposal of surplus items. Motion by Mr. Haley, seconded by Mr. Long, and passed by a 5-0 vote to approve disposal of surplus items.

8.6 Information**PLACER COMMUNITY FOUNDATION WELLNESS GRANT****UPDATE: PROJECT FIT KIDS! – Boyle (12-13 G & O Component I, II, III, IV, V)**

•Last Spring, the District Student Wellness Committee wrote a grant through the Placer Community foundation to support physical fitness in our students, towards the goal of physical, mental and emotional health. The program, Project Fit Kids!, we funded and is now up and running, challenging students in grades 5, 7, and 9 to complete the Physical Fitness Test (PFT) in the fall for a baseline measure of their fitness in 6 different areas, setting goals for improvement, and periodically retesting to record their progress in meeting their goals.

Mary Boyle gave an update on the Physical fitness Test. The wellness committee applied for a grant through Placer community Foundation which is called "Project Fit Kids" the program is challenging students in grades 5, 7, and 9th. She reviewed the result of the summary on the Physical Fitness Test.

4.1.12

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Minutes**8.7 Action****SINGLE PLANS FOR STUDENT ACHIEVEMENT – Boyle (12-13 G & O Component I, II, III, IV, V)**

•The Single Plan for Student Achievement (SPSA) is the guiding document that each School Based Leadership Team writes to support student achievement through use of federal and state categorical funds at their site. Categorical funds include Federal Title I monies, as well as State Economic Impact Aide (EIA), Pupil Retention Block Grant, GATE, California High School Exit Exam (CAHSEE), and others.

Mary Boyle reported on the school site plans for student achievement. She touched on a couple of site plans regarding scheduling; intervention; student engagement; and professional development to show the district has been covering all the areas as required. Sites are now required to have school goals, which must align with EIA. Motion by Mr. Carras, seconded by Mr. Armitage, and passed by a 5-0 vote to approve Single Plan for Student Achievement.

**8.8 Discussion/
Action****CONSIDER APPROVING RESOLUTION NO. 13/14.12,
AUTHORIZING THE REDUCTION OF HOURS OF A
CLASSIFIED EMPLOYEE POSITION DUE TO LACK OF
WORK/LACK OF FUNDS – Davis (12-13 G & O Component I, II, III, IV, V)**

•Pursuant to Education Code section 45117, the district administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to reduce the hours of a Classified Employee position due to lack of work/lack of funds by adopting Resolution No. 13/14.12. This modification is necessitated by very low enrollment in one afternoon preschool program. Both, CSEA and the effected employee have been notified of the pending action.

Ryan Davis presented resolution No. 13/14.12 authorizing the reduction of hours. Motion by Mr. Long, seconded by Mr. Haley, and passed by a 5-0 roll call vote to approve Resolution No. 13/14.12 authorizing the reduction of hours of a classified employee. Roll call vote: Long, Armitage, Carras, Haley, Wyatt

**8.9 Discussion/
Action****CONSIDER APPROVING NEW JOB DESCRIPTION FOR GRANT
FUNDED TRANSITION SUPPORT PROVIDER POSITION – Davis
(12-13 G & O Component I, II, III, IV, V)**

•As a part of the ongoing review of job descriptions and the needs of the school sites and the District by both the District and CSEA there exists a need to approve a new job description for the "Grant Funded Transition Support Provider" position which is necessary to meet the very specific needs of supporting our special education students on the transition from high school to work. The District administration worked with CSEA to bring forward the enclosed job description. The new grant funded position will be placed at Range 18 on the Classified Salary Schedule.

Ryan Davis presented the new job description for a grant fund position. The position information was reviewed by CSEA for approval. Motion by Mr. Carras, seconded by Mr. Armitage, and passed by a 5-0 vote to

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approve the new job description for Grant Funded Transition Support Provider.

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

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

9.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Haley had no comments

Mr. Long shared the Trustee Dinner was great last night, and Mr. Hess did a great job.

Mr. Armitage shared both he and his wife enjoyed Barret Hess's speech he gave at the Board of Trustee dinner.

Mr. Carras shared Barret did a great job.

Mrs. Wyatt shared Barret did an awesome job. He has always been a great motivator to students and parents. Also the Lincoln Mud Run has paid for crises resource cards to be printed up, and handed out to every school, and police department.

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤December 3, 2013 7:00 P.M., Regular Meeting of the Board of Trustee – Lincoln High School Library

➤December 17, 2013 7:00 P.M., Annual Organizational Meeting of the Board of Trustee – Lincoln High School

11. ADJOURNMENT

There being no further business the meeting was adjourned at 9:20 p.m.

Kris Wyatt, President

Damian Armitage, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

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Adopted:

Ayes:

Noes:

Absent:

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

4.1.15

**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:

December 3, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the November 5, 2013 board meeting.

RECOMMENDATION:

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

Checks Dated 11/20/2013

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85342511	11/20/2013	Deborah J. McKinnon	01-5200		22.75
85342512	11/20/2013	Gabrielle L. Sisk	01-9550		2,648.86
85342513	11/20/2013	CASBO - CALIF ASSOC OF SCHOOL BUSINESS OFFICIALS	01-5200		1,230.00
85342514	11/20/2013	CLARK & SULLIVAN LLC	40-6270		89,300.37
85342515	11/20/2013	DISCOUNT SCHOOL SUPPLY	01-4300		263.05
85342516	11/20/2013	GRAINGER .	01-4300		632.74
85342517	11/20/2013	HOLT OF CALIFORNIA	01-4365		132.26
85342518	11/20/2013	LOZANO SMITH, LLP	01-5810		3,817.96
85342519	11/20/2013	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		1,369.20
85342520	11/20/2013	MEDICAL BILLING TECHNOLOGIES	01-5800		319.41
85342521	11/20/2013	PCOE - PLACER CO OFFICE OF ED	01-5200		5,000.00
85342522	11/20/2013	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-7438	42.44	
			01-7439	400.56	443.00
85342523	11/20/2013	SIGNS OF OUR TIMES, INC.	21-4300		4,080.10
85342524	11/20/2013	STATE OF CALIFORNIA - DOJ	01-5821		128.00
85342525	11/20/2013	TAG / AMS INC	01-5800		185.00
85342526	11/20/2013	US BANK BUSINESS EQUIPMENT	01-5600		1,002.71
85342527	11/20/2013	Noreen S. Skillman	01-9500		40.46
Total Number of Checks			17		<u>110,615.87</u>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	15	17,235.40
21	Building Fund #1	1	4,080.10
40	Spec Res For Capital Outlay	1	89,300.37
Total Number of Checks		17	110,615.87
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			<u>110,615.87</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 1 of 1

4.2

Checks Dated 11/15/2013					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85341696	11/15/2013	Leah M. Contaxis	01-5200		89.47
85341697	11/15/2013	Sara J. Hodgen	01-5300		53.76
85341698	11/15/2013	Elise L. Martinez	01-4300		119.20
85341699	11/15/2013	Nancyann M. Rowell	01-5200		127.69
85341700	11/15/2013	Amber N. Sanderson	01-5200		173.05
85341701	11/15/2013	Gordon L. West	01-5200		29.38
85341702	11/15/2013	Rhianon R. Zinzun	01-5200		16.95
85341703	11/15/2013	ADD SOME CLASS	21-4400		46,636.23
85341704	11/15/2013	APPLE INC.	01-4400		500.00
85341705	11/15/2013	APPROVED SAFE & LOCK	01-4300		180.47
85341706	11/15/2013	BACK TO LIFE AUTOMOTIVE	01-5800		397.50
85341707	11/15/2013	BLACKBURN CONSULTING	21-5800		475.00
85341708	11/15/2013	CITRUS HEIGHTS SAW & MOWER	01-4365	731.10	
			01-4400	5,762.74	6,493.84
85341709	11/15/2013	GRAINGER .	01-4300		549.70
85341710	11/15/2013	GUDGEL YANCEY ROOFING INC	01-6270		11,951.66
85341711	11/15/2013	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		683.72
85341712	11/15/2013	JABBERGYM INC.	01-5800		4,061.25
85341713	11/15/2013	K S TELECOM INC	01-5800		970.00
85341714	11/15/2013	LAGUNA PHYSICAL THERAPY & HAND REHABILITATION	01-5800		522.50
85341715	11/15/2013	LAMINATION DEPOT	01-4300		82.40
85341716	11/15/2013	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-5800		615.00
85341717	11/15/2013	MISSION UNIFORM SERVICE INC	01-4300	71.12	
			01-5800	1,660.05	1,731.17
85341718	11/15/2013	PITNEY BOWES CREDIT CORP ACCOUNT #16271873867	01-4300		153.47
85341719	11/15/2013	PLACER LEARNING CENTER	01-5800		35,298.69
85341720	11/15/2013	PRO-ED	01-4300	65.80	
			Unpaid Sales Tax	4.20-	61.60
85341721	11/15/2013	RAINFORTH GRAU ARCHITECTS	21-5800		431.25
85341722	11/15/2013	RENAISSANCE LEARNING INC.	01-4300		1,129.00
85341723	11/15/2013	RIEBES AUTO PARTS	01-4365		1,499.27
85341724	11/15/2013	SCHOOL SPECIALTY INC	01-4300		338.49
85341725	11/15/2013	SIERRA FOOTHILLS ACADEMY	01-5800		6,857.63
85341726	11/15/2013	SIERRA OFFICE SUPPLIES &	01-4300	469.37	
			25-4300	52.89	522.26
85341727	11/15/2013	STANLEY TAYLOR	01-5600		260.00
85341728	11/15/2013	THE LATINO FAMILY	01-4300		396.25
85341729	11/15/2013	VISION COMMUNICATIONS	01-5600		101.21
85341730	11/15/2013	WESTERN BLUE AN NWN COMPANY	01-4300	3,283.05	
			01-4400	79,327.54	
			21-4400	906.12	83,516.71
85341731	11/15/2013	WESTERN PLACER WASTE	01-5540		42.00
85341732	11/15/2013	WILCO SUPPLY	01-4300		276.54

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 11/15/2013					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85341733	11/15/2013	ZIEGELMANN'S REFRIGERATION	01-5600		456.00
85341734	11/15/2013	Ruben Ayala	01-5800		29.95
85341735	11/15/2013	Vivian G. Chapman	01-4300		35.12
85341736	11/15/2013	Pamela S. Soha	01-4300		53.73
85341737	11/15/2013	AVALON PRINTING & GRAPHICS	01-4300		82.68
85341738	11/15/2013	BULB DIRECT HOLDING LLC	01-4300	25.19	
			Unpaid Sales Tax	1.24-	23.95
85341739	11/15/2013	CASCADE ATHLETIC SUPPLY CO	01-4300		700.37
85341740	11/15/2013	COASTAL ENTERPRISES	01-4300		463.86
85341741	11/15/2013	DEMCO MEDIA	01-4300		237.33
85341742	11/15/2013	DINN BROS., INC.	01-4300	417.65	
			Unpaid Sales Tax	25.50-	392.15
85341743	11/15/2013	DISCOVERY OFFICE SYSTEMS	01-5600		400.00
85341744	11/15/2013	ESGI - EDUCATIONAL SOFTWARE FOR GUIDING INSTRUCTION	01-5800		175.00
85341745	11/15/2013	FOLLETT EDUCATIONAL SERVICES	01-4200	243.80	
			01-4300	16.27-	227.53
85341746	11/15/2013	FOLLETT LIBRARY RESOURCES	01-4200		465.60
85341747	11/15/2013	GOPHER SPORT	01-4300		320.25
85341748	11/15/2013	HAWKINS OFFICIATING SERVICE	01-5800		140.00
85341749	11/15/2013	HAWTHORNE EDUCATIONAL SERVICES	01-4300	252.63	
			Unpaid Sales Tax	17.63-	235.00
85341750	11/15/2013	LINCOLN AREA CHAMBER OF	01-5800		43.00
85341751	11/15/2013	LOWE'S	01-4300		29.77
85341752	11/15/2013	MAGNATAG VISIBLE SYSTEMS	01-4300	57.38	
			Unpaid Sales Tax	3.38-	54.00
85341753	11/15/2013	OFFICE DEPOT	01-4300		139.45
85341754	11/15/2013	PARALLAX INC	01-4300	1,659.60	
			Unpaid Sales Tax	115.79-	1,543.81
85341755	11/15/2013	RAY MORGAN CO. / CHICO	01-5600	211.19	
			01-5800	741.68	952.87
85341756	11/15/2013	REALLY GOOD STUFF	01-4300	77.22	
			Unpaid Sales Tax	4.62-	72.60
85341757	11/15/2013	RISO PRODUCTS OF SAC INC	01-4300		1,726.02
85341758	11/15/2013	SCHOLASTIC BOOKS	12-4300		31.85
85341759	11/15/2013	SCHOLASTIC MAGAZINE	01-4300		263.84
85341760	11/15/2013	SCHOOL SPECIALTY INC	01-4300		55.06
85341761	11/15/2013	SIERRA HAY & FEED	01-4300		83.18
85341762	11/15/2013	STAPLES ADVANTAGE	01-4300		2,296.66
85341763	11/15/2013	Jennifer Robertson	01-8699		100.00
85341764	11/15/2013	Lacey Boggess	01-8699		265.00
85341765	11/15/2013	RECOLOGY FMRLY AUBURN	01-5540		565.13
		PLACER DISPOSAL			
85341766	11/15/2013	WAVE DIVISION HOLDINGS	01-5560		7,523.38
Total Number of Checks				71	227,528.45

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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4.2.2

Checks Dated 11/15/2013

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

Fund	Description	Check Count	Expensed Amount
01	General Fund	67	179,167.47
12	Child Development Fund	1	31.85
21	Building Fund #1	4	48,448.60
25	Capital Facilities Fund	1	52.89
Total Number of Checks		71	227,700.81
Less Unpaid Sales Tax Liability			172.36-
Net (Check Amount)			<u>227,528.45</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 11/08/2013					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85340398	11/08/2013	Jeffrey T. Dardis	13-4345	167.24	
			13-4380	189.44	356.68
85340399	11/08/2013	Catherine E. Hutchings	01-4300		80.60
85340400	11/08/2013	Kevin D. Kurtz	01-4300		21.75
85340401	11/08/2013	Jennifer D. Nelson	01-4300		60.67
85340402	11/08/2013	ASILOMAR MATH CONFERENCE	01-5200		175.00
85340403	11/08/2013	BARCO PRODUCTS COMPANY	01-4300	634.48	
			Unpaid Sales Tax	35.08-	599.40
85340404	11/08/2013	BARNES & NOBLE BOOKSTORES	01-4200		27.57
85340405	11/08/2013	BSN SPORTS SPORTS SUPPLY GROUP	01-4300		1,446.24
85340406	11/08/2013	BUREAU OF EDUCATION & RESEARCH	01-5200		235.00
85340407	11/08/2013	CALTRONICS BUSINESS SYSTEMS	01-5600		76.26
85340408	11/08/2013	DISCOVERY OFFICE SYSTEMS	01-5600		25.66
85340409	11/08/2013	ESGI - EDUCATIONAL SOFTWARE FOR GUIDING INSTRUCTION	01-4300		175.00
85340410	11/08/2013	FLAG HOUSE	01-4300		49.30
85340411	11/08/2013	FLORA FRESH, INC.	01-4300		78.29
85340412	11/08/2013	GATEWAY FUND RAISING SERVICE	01-4300		2,270.00
85340413	11/08/2013	HOME DEPOT	01-4300		93.82
85340414	11/08/2013	LAKESHORE LEARNING MATERIALS	12-4300		2,720.73
85340415	11/08/2013	MAR/CAL	01-4300		232.75
85340416	11/08/2013	MJB WELDING SUPPLY, INC.	01-4300		184.74
85340417	11/08/2013	NASCO MODESTO	01-4300		737.08
85340418	11/08/2013	OFFICE DEPOT	01-4300		975.73
85340419	11/08/2013	POSTMASTER / COES	01-4300		184.00
85340420	11/08/2013	RAY MORGAN CO. / CHICO	01-4300		298.68
85340421	11/08/2013	SACRAMENTO CO OFFICE OF ED.	01-5200		30.00
85340422	11/08/2013	SAFEWAY INC	01-4300		176.96
85340423	11/08/2013	SCHOOL SPECIALTY INC	01-4300		268.17
85340424	11/08/2013	SELWAY MACHINE TOOLS	01-4400		16,392.50
85340425	11/08/2013	SURVEILLANCE SYSTEM INT	01-4300		6,547.00
85340426	11/08/2013	TOLEDO P.E. SUPPLY	01-4300	690.34	
			Unpaid Sales Tax	42.20-	648.14
85340427	11/08/2013	US BANK BUSINESS EQUIPMENT	01-5600		492.00
85340428	11/08/2013	PACIFIC GAS & ELECTRIC CO	01-5510		10,044.22
85340429	11/08/2013	Clelia Jocoy	01-4300	41.99	
			01-5200	13.56	55.55
85340430	11/08/2013	Lena R. Medina	01-5200		53.61
85340431	11/08/2013	Diane M. Metzelaar	01-4300		14.52
85340432	11/08/2013	Eli M. Turner	01-5200		147.41
85340433	11/08/2013	ALEJANDRO VELASCO	01-5800		679.59
85340434	11/08/2013	AMERICAN OCCUPATIONAL THERAPY	01-4300	81.29	
			Unpaid Sales Tax	5.17-	76.12
85340435	11/08/2013	BUS WEST - FRESNO	01-4365		224.25
85340436	11/08/2013	CALIFORNIA FAMILY FITNESS	01-5800		369.93
85340437	11/08/2013	CASBO - CALIF ASSOC OF SCHOOL BUSINESS OFFICIALS	01-5200		295.00

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Checks Dated 11/08/2013					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85340438	11/08/2013	CHEVRON	01-4350		160.08
85340439	11/08/2013	CROWE HORWATH LLP	01-5800		2,500.00
85340440	11/08/2013	CSNO CA SCHOOL NURSES ASSOC.	01-5200		970.00
85340441	11/08/2013	DELTA EDUCATION INC	01-4100		2,388.90
85340442	11/08/2013	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		1,046.93
85340443	11/08/2013	ERIC WERVE	01-4300		351.19
85340444	11/08/2013	FLAG HOUSE	01-4300		91.15
85340445	11/08/2013	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		201.03
85340446	11/08/2013	JIVE COMMUNICATIONS, INC. 19606	01-5560		1,520.00
85340447	11/08/2013	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		2,512.75
85340448	11/08/2013	KRONICK MOSKOVITZ TIEDEMANN	35-5810		3,781.55
85340449	11/08/2013	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		1,400.70
85340450	11/08/2013	MEDICAB OF SACRAMENTO/SIERRA	01-5800		1,536.00
85340451	11/08/2013	MEDICAL BILLING TECHNOLOGIES	01-5800		703.79
85340452	11/08/2013	PCOE - PLACER CO OFFICE OF ED	01-5200		50.00
85340453	11/08/2013	PJ'S MAIL & PARCEL SERVICE	01-4300	11.41	
			25-5800	36.88	
			35-5800	10.00	58.29
85340454	11/08/2013	PLACER COUNTY SELPA	01-5200		60.00
85340455	11/08/2013	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		908.21
85340456	11/08/2013	RELIANCE COMMUNICATIONS	01-5800		12,105.00
85340457	11/08/2013	SAN JOAQUIN CO OFFICE OF EDUC	01-5800		784.88
85340458	11/08/2013	SIERRA STRIPING INC	01-5600		10,105.00
85340459	11/08/2013	ULINE	01-4300		130.59
85340460	11/08/2013	UNIVERSAL SPECIALTIES, INC.	01-4300		14.86
85340461	11/08/2013	WESTERN BLUE AN NWN COMPANY	01-4300	2,587.30	
			01-5800	984.89	3,572.19
85340462	11/08/2013	WILSON WAY TIRE CO. INC.	01-4300	1,720.90	
			01-4360	1,820.67	3,541.57
85340463	11/08/2013	Lauren M. Quinn	01-5200		126.56
85340464	11/08/2013	"DANIELSEN COMPANY, THE"	13-4380	269.16	
			13-4710	2,819.32	
			Unpaid Sales Tax	2.25-	3,086.23
85340465	11/08/2013	CROWN DISTRIBUTING INC.	13-4380		662.08
85340466	11/08/2013	CUSTOM INK.COM	01-4300	328.74	
			Unpaid Sales Tax	22.94-	305.80
85340467	11/08/2013	D & P CREAMERY	13-4710		12,952.67
85340468	11/08/2013	DISCOUNT SCHOOL SUPPLY	01-4300		68.94
85340469	11/08/2013	ED JONES FOOD SERVICE	13-4710		4,879.39
85340470	11/08/2013	GOLDEN STATE EQUIPMENT REPAIR	13-5600		217.61
85340471	11/08/2013	MINDWARE	01-4300	184.63	
			Unpaid Sales Tax	11.99-	172.64
85340472	11/08/2013	MISSION UNIFORM SERVICE INC	13-4300		805.94

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Checks Dated 11/08/2013

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85340473	11/08/2013	PIZZA GUYS	13-4710		1,687.75
85340474	11/08/2013	PROPACIFIC FRESH	13-4710		319.45
85340475	11/08/2013	S & S WORLDWIDE	01-4300		562.35
85340476	11/08/2013	SAFEWAY INC	01-4300		96.60
85340477	11/08/2013	SARA LEE	13-4710		517.70
85340478	11/08/2013	SYSKO SACRAMENTO	13-4380	174.13	
			13-4710	1,065.99	1,240.12
85340479	11/08/2013	TARGET BANK	01-4300		38.62
85340480	11/08/2013	TREND ENTERPRISES	01-4300		93.80
Total Number of Checks				83	<u>125,948.83</u>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	70	92,791.43
12	Child Development Fund	1	2,720.73
13	Cafeteria Fund	11	26,727.87
25	Capital Facilities Fund	1	36.88
35	Schools Facilities (Prop 1A)	2	3,791.55
Total Number of Checks		83	126,068.46
Less Unpaid Sales Tax Liability			119.63-
Net (Check Amount)			<u>125,948.83</u>

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Checks Dated 11/01/2013					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85339064	11/01/2013	"DANIELSEN COMPANY, THE"	13-4380	256.10	
			13-4710	2,446.80	
			Unpaid Sales Tax	5.88-	2,697.02
85339065	11/01/2013	CROWN DISTRIBUTING INC.	13-4380		767.66
85339066	11/01/2013	ED JONES FOOD SERVICE	13-4710		9,987.40
85339067	11/01/2013	PIZZA GUYS	13-4710		1,926.29
85339068	11/01/2013	PROPACIFIC FRESH	13-4710		319.60
85339069	11/01/2013	SAFEWAY INC	01-4300		21.28
85339070	11/01/2013	SARA LEE	13-4710		742.31
85339071	11/01/2013	STAFFORD MEAT COMPANY	13-4710		384.00
85339072	11/01/2013	SYSCO SACRAMENTO	13-4380	160.56	
			13-4710	908.60	1,069.16
85339073	11/01/2013	VENDMART OF SACRAMENTO	13-4710		612.21
85339074	11/01/2013	Ryan C. Davis	01-4300		439.50
85339075	11/01/2013	Shannon M. De Arkland	01-5200		62.15
85339076	11/01/2013	Sara J. Hodgen	01-5200		53.66
85339077	11/01/2013	Jessica L. Rogers	01-5200	63.90	
			01-5300	210.00	273.90
85339078	11/01/2013	Rachel A. Scontriano	01-5200		67.80
85339079	11/01/2013	Elizabeth E. Wilson	01-5200		100.10
85339080	11/01/2013	APPLE INC.	01-4300		1,289.36
85339081	11/01/2013	APPROVED SAFE & LOCK	01-5600		112.20
85339082	11/01/2013	C & S TELECOMMUNICATIONS INC	01-5600		220.00
85339083	11/01/2013	CALIFORNIA TRANSITION ALLIANCE	01-5200		250.00
85339084	11/01/2013	DAWSON OIL COMPANY	01-4345		8,661.94
85339085	11/01/2013	DEPT. OF INDUSTRIAL RELATIONS	01-5800		125.00
85339086	11/01/2013	DISCOVERY OFFICE SYSTEMS	01-5600		171.12
85339087	11/01/2013	FOLLETT LIBRARY RESOURCES	01-4300		1,060.88
85339088	11/01/2013	GRAINGER .	01-4300		834.32
85339089	11/01/2013	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		223.88
85339090	11/01/2013	INTEGRATED FIRE SYSTEMS INC	01-5600		315.00
85339091	11/01/2013	KELLY VELASCO	01-5800		175.38
85339092	11/01/2013	KRONICK MOSKOVITZ TIEDEMANN	01-5810		1,052.07
85339093	11/01/2013	LUIS FRASER DBA-DON'T TREAD ON ME REPTILE REMOVAL	01-5800		150.00
85339094	11/01/2013	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		1,358.70
85339095	11/01/2013	NORCAL IMAGING SYSTEMS	01-5800		2,360.00
85339096	11/01/2013	PEARSON - PSYCHOLOGICAL CORP.	01-4300		1,327.51
85339097	11/01/2013	PLACER COUNTY SELPA	01-5200		525.00
85339098	11/01/2013	PLACER COUNTY SCHOOL BOARDS	01-4300		480.00
85339099	11/01/2013	PLATT ELECTRIC SUPPLY, INC.	01-4300		113.63
85339100	11/01/2013	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600	127.93	
			01-7438	44.42	
			01-7439	398.58	570.93

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 11/01/2013					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85339101	11/01/2013	RICHARDS INSTITUTE OF EDUCATION & RESEARCH	01-5200		2,190.00
85339102	11/01/2013	SAC VAL JANITORIAL SALES	01-4300		568.55
85339103	11/01/2013	SCHOLASTIC INCORPORATED	01-4100		699.18
85339104	11/01/2013	SIERRA OFFICE SUPPLIES &	01-4300		592.08
85339105	11/01/2013	SIG EMPLOYEE BENEFITS TRUST	76-9554		591,168.70
85339106	11/01/2013	TOTAL EDUCATION SOLUTIONS	01-5800		5,606.25
85339107	11/01/2013	TRANE	01-5600		2,835.26
85339108	11/01/2013	UNIVERSAL SPECIALTIES, INC.	01-4300		133.24
85339109	11/01/2013	WILCO SUPPLY	01-4300		262.71
85339110	11/01/2013	Michael C. Arbaugh	01-4300		24.44
85339111	11/01/2013	Annie Z. Brothers	01-4300		25.22
85339112	11/01/2013	Jennifer A. Clark	01-4300		44.36
85339113	11/01/2013	Jeanie E. Duncan	01-4300		107.98
85339114	11/01/2013	Tracy L. Gruber	01-4300		41.30
85339115	11/01/2013	Tiffany L. McGuire	01-4300		44.29
85339116	11/01/2013	Debra S. Morrison	01-5200		50.00
85339117	11/01/2013	Lisa H. Noma	01-4300		50.65
85339118	11/01/2013	Lydia M. Ranger	01-5200		8.14
85339119	11/01/2013	BLICK ART MATERIALS	01-4300		156.52
85339120	11/01/2013	CA ASSOCIATION FOR THE GIFTED	01-5200	295.00	
			01-5300	75.00	370.00
85339121	11/01/2013	CARROT-TOP INDUSTRIES	01-4300	76.82	
			Unpaid Sales Tax	4.52-	72.30
85339122	11/01/2013	CONSOLIDATED PLASTICS CO INC	01-4300	246.02	
			Unpaid Sales Tax	14.98-	231.04
85339123	11/01/2013	DISCOVERY OFFICE SYSTEMS	01-5600		621.08
85339124	11/01/2013	FOXBRIGHT	01-4300		1,300.00
85339125	11/01/2013	FULL COMPASS SYSTEMS	01-4300	2,326.48	
			01-4400	629.11	
			Unpaid Sales Tax	206.21-	2,749.38
85339126	11/01/2013	HANDWRITING WITHOUT TEARS	01-4300		851.88
85339127	11/01/2013	HOUGHTON MIFFLIN COMPANY	12-4100		2,580.44
85339128	11/01/2013	LAKESHORE LEARNING MATERIALS	01-4300		149.30
85339129	11/01/2013	LCS PRODUCTS, INC.	01-4300	85.57	
			Unpaid Sales Tax	5.07-	80.50
85339130	11/01/2013	NASCO MODESTO	01-4300		8.51
85339131	11/01/2013	OFFICE DEPOT	01-4300	353.02	
			12-4300	290.18	643.20
85339132	11/01/2013	PCOE - PLACER CO OFFICE OF ED	01-5800		50.00
85339133	11/01/2013	PITNEY BOWES CREDIT CORP	01-5600		118.56
85339134	11/01/2013	ROCKLIN UNIFIED SCHOOL DIST.	01-4300		70.50
85339135	11/01/2013	SCHOOL NURSE SUPPLY INC.	01-4300		20.95
85339136	11/01/2013	SIERRA OFFICE SUPPLIES &	01-4300		70.50
85339137	11/01/2013	STAPLES ADVANTAGE	01-4300	3,444.04	
			01-4400	32.24	3,476.28
85339138	11/01/2013	TEACHER DIRECT	01-4300	217.22	
			Unpaid Sales Tax	15.16-	202.06

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 11/01/2013					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85339139	11/01/2013	TIME FOR KIDS	01-4300		752.60
85339140	11/01/2013	UNIVERSITY OF OREGON	01-4300	300.00	
			01-5800	300.00	600.00
85339141	11/01/2013	WESTERN BLUE AN NWN COMPANY	01-4300		113.01
85339142	11/01/2013	WORLD RESEARCH COMPANY	01-4300	240.00	
			Unpaid Sales Tax	15.32-	224.68
85339143	11/01/2013	Steve & Dawn Eadie	11-8699		80.00
			Total Number of Checks	80	<u>660,946.60</u>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	68	48,582.89
11	Adult Education Fund	1	80.00
12	Child Development Fund	2	2,870.62
13	Cafeteria Fund	9	18,511.53
76	Payroll Fund	1	591,168.70
Total Number of Checks		80	661,213.74
Less Unpaid Sales Tax Liability			267.14-
Net (Check Amount)			<u>660,946.60</u>

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Ryan Davis

Assistant Superintendent, Personnel Services

ENCLOSURES:

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

December 3, 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**

December 3, 2013

CLASSIFIED/MANAGEMENT

NEW HIRES

- | | | |
|----|--|--|
| 1. | Name: Michael Raffetto
Position: Campus/Café Supervisor
Salary: CSEA, Range 13, Step D
Hours: 2 Hours/Day
Days: 10 Months/Year | Effective: 12/2/13
Site: Glen Edwards Middle School |
|----|--|--|

ADDITIONAL POSITION

- | | | |
|----|---|--|
| 1. | Name: Crystal Angel
Position: Instructional Aide
Salary: CSEA, Range 15, Step E
Hours: 2 Hours/Day
Days: 10 Months/Year | Effective: 12/2/13
Site: Twelve Bridges Elementary School |
|----|---|--|

RESIGNATIONS

- | | |
|----|---|
| 1. | Name: Emilio Lavalle
Position: Grant Funded Instructional Aide
Site: First Street School
Hours: 3.5 Hours/Day
Effective: 11/29/13 |
| 2. | Name: Staci Slack
Position: Campus/Café Supervisor
Site: Lincoln Crossing Elementary School
Hours: .9 Hours/Day
Effective: 11/21/13 |

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

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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:

December 3, 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

December 3, 2013

CERTIFICATED/MANAGEMENT

NEW HIRE:

1. **Name:** Joshua O'Geen
 Position: Middle School Assistant Principal
 FTE: 1.0
 Effective Date: December 9, 2013
 Site: Glen Edwards Middle School

REQUEST FOR LEAVE:

1. **Name:** Michelle Kamilos
 Position: Second Grade Teacher
 FTE: 1.0
 Effective Date: May 5, 2014
 Site: Creekside Oaks Elementary

44.1

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

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

Student Discipline
Stipulated Expulsion Students #13-14-F

AGENDA ITEM AREA:

Consent Session

REQUESTED BY:

Michael Doherty
District Hearing Officer

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

December 03, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will disclose any action taken during Closed Session in regards to the expulsion of Students #13-14-F

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose any action taken in regards to the above item.

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

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

SUBJECT:

Ratification of Agreement with GC Consulting,
For Inspector of Record Services

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Heather Steer, Facilities Coordinator
Audrey Kilpatrick, Asst Supt of Business Services

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Restricted Facilities Funding –
Dependent on Project

MEETING DATE:

December 3, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

Staff requests Board of Trustee ratify agreement for inspection services with GC Consulting (Gary Caruso), as Inspector of Record for Division of the State Architect on various project throughout the District. Projects that would require an IOR would be; project certifications/close outs, modernizations, new construction, etc.

While the District currently contracts with another IOR, Staff recognizes the need to have at least a secondary ready to provide services should our current IOR be unable to complete work, or be over their required work load limit at the State.

Staff has interviewed Mr. Caruso, checked many references, and feels very confident recommending his services.

RECOMMENDATION:

Staff requests Board of Trustees ratify the agreement for Inspection Services with GC Consulting.

4.6



Agreement for Inspection Services

Western Placer Unified School District

This proposal made and entered on this day of July 22, 2013 by and between the Western Placer Unified School District hereinafter referred to as "DISTRICT", and Gary Caruso, referred to as "INSPECTOR".

WHEREAS DISTRICT is causing general construction, repairs and/or replacement to be constructed on DISTRICT property in Lincoln, Western Placer County, State of California; and

WHEREAS INSPECTOR is fully licensed and authorized by the State of California to provide inspections on school buildings, portable buildings and other structures.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, IT is AGREED by and between the parties hereto as follows:

1.0 Scope of Work

DISTRICT hereby hires INSPECTOR as an independent contractor to perform inspection services on DISTRICT project(s). Such services shall include, but shall not be limited to:

1.1 Specifications

Inspection of the work during construction to assure that all work is done in accordance with the approved plans and specifications and applicable federal, state and local building codes.

1.2 Log

The maintenance of a daily log.

1.3 Certification

The certification of work completed and in progress, by the contractor, including material and equipment on or off site for pay request verification services.

1.4 Other

Such other services as may be designated by the DISTRICT.

2.0 Term

The term of this agreement shall commence on the date the DISTRICT determines the inspection services are necessary, and shall continue until the DISTRICT determines inspection services are no longer required.

3.1 Rate

DISTRICT shall compensate INSPECTOR at the rate of \$70.00 per hour for all the time worked during normal working hours, Monday through Friday up to eight (8) hours per day, two (2) hour minimum. Hours worked in excess of eight (8), forty (40) hours per week, and on Saturdays shall be compensated at the rate of \$105.00 per hour. All hours worked on Sunday and holidays shall be compensated at the rate of \$140.00 per hour with a minimum four (4) hours. All overtime work shall be authorized in advance by the DISTRICT Superintendent, Business Services or designee.

3.2 Mileage/Expenses

DISTRICT shall reimburse INSPECTOR for normal and customary mileage costs incurred while carrying out his duties as INSPECTOR, at the current IRS approved rate per mile, exclusive of "commuting miles". INSPECTOR shall keep a detailed record of mileage which shall include date, destination, odometer readings and purpose. DISTRICT shall reimburse INSPECTOR for out of pocket expenses, i.e., telephone calls, digital photography expenses and office supplies used for the inspections and documentation.

3.3 Clerical Support

DISTRICT may provide office supplies, clerical support, i.e. typing, copying and mailing, during the entire term of this contract. DISTRICT may also provide maintenance support if and when needed by the INSPECTOR.

3.4 Time Logs and Payment

INSPECTOR shall submit monthly invoices at the end of each month identifying regular time, overtime, mileage log and receipts for out of pocket expenses. Payment shall be made paid in full by the DISTRICT to INSPECTOR within ten (10) business days after approval by the District Business Office.

4.0 Records

INSPECTOR shall maintain at all times complete detailed records and an inspection log with regard to the services performed under this proposal. The records shall be property of the District.

5.0 Non-assign ability

The agreement and the rights of the duties hereunder shall not be assigned in whole or in part without written consent of the DISTRICT.

Inspector Proposal, page 3

6.0 Insurance

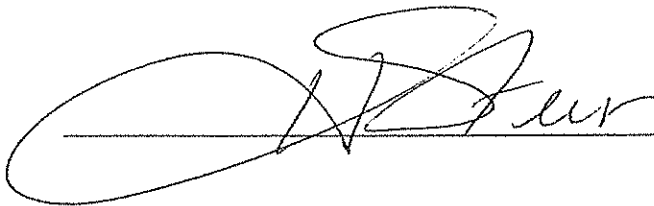
INSPECTOR shall provide any insurance, if required, at an additional \$5.00 per hour.

7.0 Fingerprint Certification

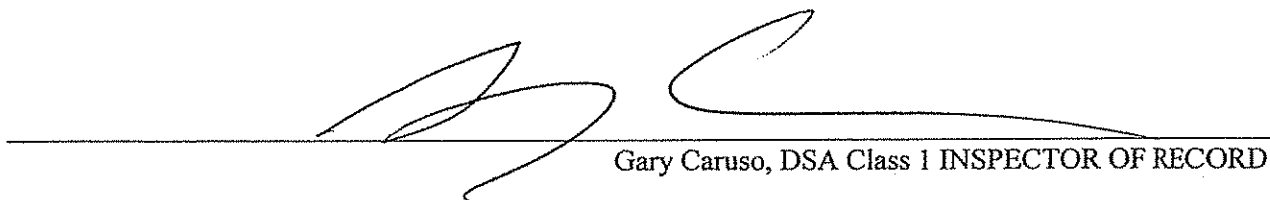
INSPECTOR will maintain compliance at all times with Education Code 45125.2.

This agreement may be cancelled by the DISTRICT or the INSPECTOR upon giving of thirty (30) calendar days advance written notice. Such notice shall be personally served or given by United States mail. In the event of cancellation, the INSPECTOR shall be paid for all services performed up to the date of cancellation.

IN WITNESS WHEREOF, this proposal has been executed on the day, month and year first written above.



9-26-13
for "DISTRICT"
Heather Steer, Facilities Planner



Gary Caruso, DSA Class 1 INSPECTOR OF RECORD

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

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


SUBJECT:

Ratification of Agreement for Services
with Rainforth Grau Architects for
Master Plan Update

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Heather Steer, Facilities Coordinator
Audrey Kilpatrick, Asst. Supt. of Business Services 

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Restricted Facilities Fund 21

MEETING DATE:

December 3, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

As discussed previously with the Board, the Master Plan Update process would include the need for a facility inventory, as well as some more accurate costing of projects. In order to complete that, we have engaged in services with Rainforth Grau Architects to assist our team with those specific areas. RGA is part of our approved pool of District architects.

The attached Professional Services Authorization is with Rainforth Grau Architects for the WPUSD District Wide Master Plan Update.

RECOMMENDATION:

Staff recommends the Board of Trustees ratify agreement with Rainforth Grau Architects for Master Plan Update services

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AGREEMENT BETWEEN CLIENT AND ARCHITECT
FOR CALIFORNIA SCHOOL PROJECTS

This AGREEMENT, made in 2 copies on the 16th day of October, 2013, By and Between the Western Placer Unified School District of Placer County, California, hereinafter called the CLIENT and Michael Rainforth ▪ Jeffrey Grau ▪ Architects, A Professional Corporation, hereinafter called the ARCHITECT.

For the Following PROJECT:

13-1133 WPUSD District Wide Master Plan Update

NOW THEREFORE, The Client and Architect agree as follows:

1. BASIC SERVICES OF THE ARCHITECT:

A. Master Planning

- (1) The Architect shall review and collaborate with the Clients master planning team to update the June 2010 School Facilities Master Plan.
- (2) The Architect shall review existing materials, update school site inventory, work with the district's facilities needs committee, identify new school facilities construction costs, estimate modernization project costs, support and lead as appropriate committee meetings to discuss project needs, costs, funding and develop Board recommendations

2. EMPLOYEES AND CONSULTANTS

The Architect as part of the basic professional services shall furnish at his expense the services of architects and staff in the various aspects of the master plan design. The services of a cost estimator will be utilized as needed to develop scope of work estimates as part of the architect's basic services. The services of structural, mechanical, electrical, civil engineers and landscape architect will not be used in the updating of the master plan.

4.7.1

3. THE CLIENT'S RESPONSIBILITIES

- A. The Client shall provide full information as to the requirements and educational program of the project, including realistic budget limitations and scheduling.
- B. The Client shall furnish all legal advice and services required for the project.

4. ARCHITECTS COMPENSATION

The Architect agrees to perform professional services provided by this Agreement and the Client agrees to pay the Architect for such services compensation in the amount of:

The amount determined by the Architect's Fee Schedule "W" (attached) as applied to personnel hours of Architect's staff and his construction cost estimator and such Reimbursable Expenses as noted on the Schedule.

The Not-to-Exceed maximum for this project is \$85,000 based on scope, schedule and services described above. Changes resulting in additional work may require additional fee.

5. PAYMENTS TO THE ARCHITECT

Payments on account of the agreed compensation in Article 4 shall be made upon presentation of Architect's monthly Invoice and Statement which will detail services rendered and expenses incurred by the Architect during the previous month's work. Payments to the Architect are due upon receipt and payable within 35 calendar days.

6. TERMINATION OF AGREEMENT

- A. The Client may terminate the Agreement on thirty (30) days written notice to the Architect for any reason provided that the Architect is compensated for all services completed to date in accordance with Section 6. B.
- B. In the event of such termination, the Client shall pay the Architect as full payment for all services performed and all expenses incurred under this agreement an amount the sum total of which bears the same ratio to the total fee otherwise payable under this agreement as the services actually rendered hereunder by the Architect bear to the total services necessary for the full performance of this agreement, plus any sums due the Architect for extra services agreed upon. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the Client or in the possession of the Architect. Notwithstanding any termination of the agreement or

4.7.2

notice thereof, questions in dispute may be submitted to arbitration under the rules of American Arbitration Association and California state laws.

7. ADDITIONAL SERVICES

When services not noted above are found necessary or desirable, Architect shall present a written proposal listing the specific additional services and fee associated therewith. Client's signature applied thereto will indicate acceptance of Architect's proposal for Additional Services.

8. ACCEPTANCE BY CLIENT

- A. If this Agreement and Proposal are not accepted by the Client within 45 calendar days, the Architect may declare them void.
- B. If the start of services are delayed more than 45 calendar days, through no fault of the Architect, the Architect may declare the Agreement and Proposal void or seek additional compensation.
- C. If services are suspended for more than 30 calendar days, through no fault of the Architect, the Architect may seek additional compensation.

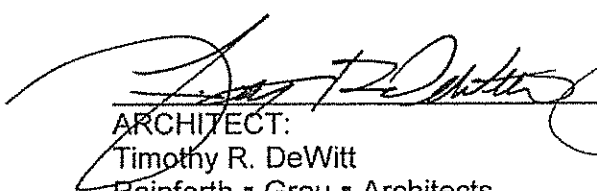
9. ADDITIONAL PROVISIONS

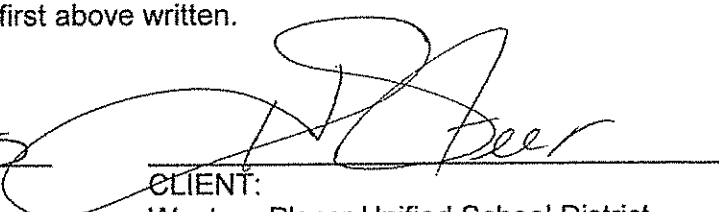
The following amendments and/or additions are made a part of this agreement and shall be given effect notwithstanding any other provision contained herein:

- a. There are no additional provisions to this Agreement.

The Client and Architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the CLIENT and the ARCHITECT have executed this agreement the day and the year first above written.


ARCHITECT:
Timothy R. DeWitt
Rainforth ■ Grau ■ Architects
2407 J Street, Suite 202
Sacramento, CA 95816


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

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

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

SUBJECT:

Single Plans for Student Achievement

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Mary Boyle

ENCLOSURES:

Single Plans for Student
Achievement (Site Plans)

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

None

MEETING DATE:

December 3, 2013

ROLL CALL REQUIRED:

None

BACKGROUND:

The Single Plan for Student Achievement (SPSA) is the guiding document that each School Based Leadership Team writes to support student achievement through use of federal and state categorical funds at their site. Categorical funds include Federal Title I monies as well as State Economic Impact Aid (EIA), Pupil Retention Block Grant, GATE, California High School Exit Exam (CAHSEE), and others.

Each school annually reviews its most recent student achievement data, identifies areas for improvement, and writes goals to match those needs through the SPSA. This process is conducted through the efforts of the school administration, the faculty, and the School Based Leadership Team (SBLT – Site Council). The SPSA's for schools in Program Improvement cover a two-year period.

All schools have engaged in the writing of **SMART Goals** – **S**pecific, **M**easurable, **A**chievable, **R**esults-Oriented, **T**imely goals focused on **student achievement** by students overall and for significant subgroups in two areas: English Language Arts and Mathematics. Additionally, all sites have set a **SMART Goal** for either Attendance or Behavior. Action Plans include Establishing Essential Standards, Common Assessments and developing collaboration through Professional Learning Communities.

The Board approved all site SPSA's except those for Twelve Bridges Elementary School and Lincoln High School at its November 19, 2013 meeting. SPSA's for TBES and LHS were in revision at that time and are now presented for approval.

RECOMMENDATION:

Approve Single Plans for Student Achievement as submitted.

4.8.1

The Single Plan for Student Achievement

School: Twelve Bridges Elementary School
CDS Code: 94-1599904
District: Western Placer Unified School District
Principal: Rey Cubias
Revision Date: November 15, 2013

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Rey Cubias
Position: Principal
Phone Number: (916) 434-5220
Address: 2450 Eastridge Drive
Lincoln, CA 95648
E-mail Address: rcubias@wpusd.k12.ca.us

The District Governing Board approved this revision of the SPSA on .

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4.8.3

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School Vision and Mission

Twelve Bridges Elementary School's Vision and Mission Statements

Our mission is to develop lifelong learners by providing a comprehensive education for every student which fosters high academic achievement, positive self-worth, and responsible citizenship in an environment of mutual respect, trust, and cooperation among students, staff, and parents.

School Profile

Twelve Bridges Elementary School (TBES) is a special place where students and parents are valued and treated with respect. Our ultimate goal is to collaboratively create an educational atmosphere that is safe and enriching for all students. The school is located in the Western Placer Unified School District in the community of Twelve Bridges and the city of Lincoln. The school serves preschool through fifth grade with a current enrollment of approximately 682 students.

Parents play a vital role at TBES with their active participation and involvement in the School Site Council (SSC), the Parent Teacher Club (PTC), annual events and volunteering at the school and in the classrooms. Activities include but are not limited to an annual FUN RUN, a Harvest Festival, Dinner Nights at local restaurants, an annual Book Fair, school assemblies, a Daddy-Daughter Dance, Evening performances and a Dads of Great Students (DOGS) volunteer program.

Students are provided with a Common Core curriculum, which has been designed to help each student achieve the best results possible. Students are challenged and inspired to reach their potential through meaningful and engaging lessons and activities. Students are given the opportunity to learn through cross-curricular and hands-on activities involving garden plots, outdoor learning centers, and technology.

Some additional opportunities available include:

- *Science curriculum taught by a science specialist
- *Large greenhouse regularly utilized by students
- *Orchard, planted and maintained by students
- *School-wide music program taught by a music specialist
- *After-school band and choir program for upper grades
- *Comprehensive art program taught by teachers and parent volunteers
- *Fully stocked Art Room, equipped with a kiln
- *Computer Lab and mobile i-pad lab
- *Robotics taught during science time for grades 3-5
- *Tiger Traits and The Nurtured Heart Approach embedded school-wide; founded on BEST and PBIS (Building Effective Schools Together and Positive Behavior Intervention Supports)
- *Physical education opportunities including a circuit training center

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

The majority of parents support the school climate and believe the learning environment to be positive with staff who care about student success in all areas and have high expectations for all students to achieve their highest potential. A Parent Survey was conducted in 2011. Another will be completed during the 2013-14 year.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Both formal and informal observations are conducted throughout the year by the school administrator. Teachers are observed engaging students in a consistent implementation of the state and district adopted curriculum. Teachers are formally evaluated every other year and new teachers have formal observations at least twice a year. Formative observations are conducted through frequent informal visits.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement (ESEA)

At the start of each year, teachers review student performance on required state and local assessments to evaluate the effectiveness of the instructional program, make adjustments, and establish new SMART goals for the coming year. Through a review of this data, staff identify the need for targeted interventions.

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

Staff meet twice monthly in professional learning communities (PLC's) to set short-term and long-term goals, develop common formative assessments, review student performance data, and implement intervention strategies and best practices to ensure that students are reaching proficiency at their current grade level.

Staffing and Professional Development

3. Status of meeting requirements for highly qualified staff (ESEA)

All staff are highly qualified and are provided with staff development opportunities at staff meetings and through county and district professional development programs.

4. Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

All teachers have appropriate credentials and have access to the core curriculum. The curriculum is aligned with district pacing guides and content standards.

5. Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

All staff development is designed to support the district's annual goals, the school site's annual goals and the assessed needs of students. Specific professional development activities are currently focusing on the California Common Core Standards (CCCS) as well as:

- Houghton-Mifflin and HSP Math in-services held by the WPUSD

- Standardized testing in-services held by the WPUUSD
- WPUUSD regularly does a staff survey assessing professional development needs
- CTAP aligned to teaching standards
- Focus on all staff being trained on the components of a Professional Learning Community
- GLAD, and ELL training.

6. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

Peer coaching as indicated in the 2013-14 Western Placer Unified School District Staff Development Plan are available for professional development in support of district and site goals.

7. Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

All teachers participate in Professional Learning Communities twice monthly during early release days to develop and implement and monitor yearly SMART goals. Informal collaboration occurs daily to assess and monitor student success.

Teaching and Learning

8. Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

All subject areas, assessments, report cards, and testing have been aligned with California Content Standards and are being updated to meet the CCCS. District adopted curriculum is used in language arts, math, science, social studies, music, visual arts, PE, and handwriting. Teachers use supplemental materials to target instruction and ensure that all students are meeting grade level expectations.

9. Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

Teachers develop weekly lesson plans that reflect the recommended minutes of instruction in each of the core curricular areas. In addition, time is set aside to address enrichment opportunities. Specific instructional minutes include a minimum of 2.5 hours/daily for grades 1-3, and 2 hours/daily for grades 4/5 in English Language Arts as well as a minimum of 1 hour daily in mathematics instruction for grades 1-5.

10. Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

Grade level representatives meet at the district level to collaboratively develop pacing guides and common assessments that assist teachers with the implementation of the instructional scope and sequence in core curricular areas. Time is also scheduled into the school day for targeted intervention for individuals and small groups identified through PLC meetings.

11. Availability of standards-based instructional materials appropriate to all student groups (ESEA)

- The WPUUSD Board of Trustees has an annual resolution to adopt the instructional materials available to students at TBES
- Tests available through WPUUSD for all K-5 students
- Supplemental materials supplied through the School Site Council and PTC funds
- In ELA the Houghton-Mifflin district-adopted curriculum provides supplementary materials to address all learning levels.
- Language arts texts have re-teaching books.
- In mathematics, the district-adopted HSP program provides supplementary materials to address all learning levels.
- Supplemental software is available to assess comprehension (Renaissance Learning)
- For students identified as significantly below grade level, materials are provided to address their specific needs
- All classes have grade level appropriate music materials/instruction

12. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

All materials adopted and used by district teacher meet the requirements of the California Department of Education.

Opportunity and Equal Educational Access

13. Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Services provided by the regular program that enable underperforming students to meet standards include:

- Parent volunteers assisting students in class
- One-to-one remedial time with team teacher and district paid aide in kindergarten
- Language arts remedial lessons and ELD lessons
- Newsletter communication to parents addressing their important role with children re: good nutrition, proper sleep, and consistent help with school work
- Possible retention notices that list school staff and parent actions for student progress
- Teachers cover all content standards in each grade level
- Cross age tutors – study buddies – with older students helping younger students
- Decodable leveled books used to assist students
- WPUSD supplied CBM testing to assist with determining student academic needs
- Supplemental materials and strategies shared among staff to assist lower performing students
- Student Success Team (SST) meetings held, as per need, to assist students/parents with ideas and guidelines for assistance at home and at school
- Special Education Individualized Educational Plans (IEP) developed for determining educational goals for
- Students in speech and resource (RSP).
- Pre-teach and reteach opportunities
- School-based Special Day Class Program
- District paid aide for one hour each day in kindergarten
- A Behavior Class to address the needs of students needing behavioral support

14. Research-based educational practices to raise student achievement

During PLC meetings staff review the core curriculum as outlined in district pacing guides and review common assessments. In addition, the PLC teams review the need for additional intervention time for students needing additional support.

Parental Involvement

15. Resources available from family, school, district, and community to assist under-achieving students (ESEA)

Many resources are utilized from families, the school, district and community to assist under-achieving students. These services include but are not limited to:

- STAR Before and After School Program from 6:00 a.m. -6:00 p.m. for student academic, recreational, and enrichment activities
- Lighthouse Resource Center services for family, parent, student counseling and guidance services
- SST meetings to assess and assist student needs with faculty/parent input
- Ongoing parent communication via phone calls, emails and Parent/teacher conferences with minimum days set for this communication
- County courses available
- WPUSD in-services available
- Special Education RSP & Speech
- Assemblies focused on educational and character trait development
- Enrichment field trips
- Teacher notes/communication systems re: student progress/concerns with parent response expected

- Parent volunteers in classrooms
- Instructional assistants for academics in RSP
- After-school tutoring
- Approximately 160+ minutes of prep time for each teacher for planning time to assist students in various ways,
- Community sports programs (soccer, football, baseball, basketball)
- Child Protective Services assistance as needed
- Library time scheduled for all students weekly

16. Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

N/A

Funding

17. Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

Categorical funding available to enable underperforming students to meet goals including:

- supplemental materials, as requested and funds available, for staff to assist student needs
- Special education funds assist with RSP, Speech, Psychologist personnel
- Team (SST) meetings with parents to assist students with academics, social, behavioral, and emotional issues
- Assistance with paper supplies and copier costs to assist staff/students with extra materials needed
- Accelerated Reader program to assess reading comprehension and to motivate students to read
- Individualized Educational Plans (IEP) developed for determining educational goals for students in special education
- After school tutoring for grades 2-5 in reading or math
- Intervention for kindergarten and first grade during the school day

18. Fiscal support (EPC)

TBES receives general funding SBLT funds and lottery funds from WPUSD . In addition, the PTC provides funding to support enrichment activities and general classroom needs of all classes.

Description of Barriers and Related School Goals

Barriers to school related goals are the reduction in state funding for schools to support the learning needs of all students.

School and Student Performance Data

Academic Performance Index by Student Group

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Number Included	467	452	481	345	327	361	11	10	13	28	30	32
Growth API	863	882	861	875	895	871	732		748	892	906	890
Base API	882	863	882	897	875	896	804	732		877	892	906
Target	A	A	A	A	A	A						
Growth	-19	19	-21	-22	20	-25						
Met Target	Yes	Yes	Yes	Yes	Yes	Yes						

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Number Included	56	60	50	28	22	18	46	37	52	79	62	75
Growth API	794	829	821	770	794	787	735	780	799	692	709	677
Base API	803	794	827	785	771	794	800	739	778	742	692	708
Target												
Growth												
Met Target												

Conclusions based on this data:

1. Data shows a drop of 21 points as a school and a drop across sub groups; current scores are comparable to 2011. This drop was also common district-wide. Possible reasons could be the emphasis placed on Common Core development and the gradual movement away from CST focused instruction.
2. The scores for socio-economically disadvantaged students increased for a third consecutive year. Some of this can be attributed to targeted after school tutoring provided for the lowest-performing students at each grade level.
3. Effort is being made to identify quality screeners and intervention materials in the areas of language arts and math to better determine baselines and methods for appropriate intervention, especially at the primary grades.

School and Student Performance Data

English-Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	100	100	100	100	100	100	100	100	100	100
Number At or Above Proficient	328	334	341	252	250	267	4	--	6	21	23	24
Percent At or Above Proficient	70.2	73.9	70.9	73.0	76.5	74.0	36.4	--	46.2	75.0	76.7	75.0
AYP Target: ES/MS	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2
AYP Target: HS	66.7	77.8	88.9	66.7	77.8	88.9	66.7	77.8	88.9	66.7	77.8	88.9
Met AYP Criteria	Yes	Yes	No	Yes	Yes	No	--	--	--	--	--	--

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	100	100	100	100	100	100	100	100	100	100
Number At or Above Proficient	33	40	30	16	10	12	21	21	34	35	29	26
Percent At or Above Proficient	58.9	66.7	60.0	57.1	45.5	66.7	45.7	56.8	65.4	44.3	46.8	34.7
AYP Target: ES/MS	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2
AYP Target: HS	66.7	77.8	88.9	66.7	77.8	88.9	66.7	77.8	88.9	66.7	77.8	88.9
Met AYP Criteria	--	--	--	57.1	45.5	66.7	--	--	--	--	--	--

Conclusions based on this data:

1. 70.9% of the students school-wide scored proficient or above in English/Language Arts. This is a slight decrease from 2102. Teachers at the primary levels are working with diagnostic reading assessments to place their students in leveled reading groups during specific reading intervention or enrichment periods to ensure appropriate, individualized reading support for every student.
2. The percent of English learners scoring at or above proficient in English-Language Arts increased significantly over the past three years from 57.1% to 66.7%. This increase is only a few percentage points below the whole school percentage.
3. Socio-economically disadvantaged students scoring at or above proficient also increased dramatically over the same period from 45.7% to 65.4%.

4,8.11

School and Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	100	100	100	100	100	100	100	100	100	100
Number At or Above Proficient	338	347	344	259	256	267	3	--	4	24	28	26
Percent At or Above Proficient	72.4	76.8	71.5	75.1	78.3	74.0	27.3	--	30.8	85.7	93.3	81.3
AYP Target: ES/MS	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5
AYP Target: HS	66.1	77.4	88.7	66.1	77.4	88.7	66.1	77.4	88.7	66.1	77.4	88.7
Met AYP Criteria	Yes	Yes	No	Yes	Yes	No	--	--	--	--	--	--

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	100	100	100	100	100	100	100	100	100	100
Number At or Above Proficient	32	39	31	18	16	9	23	18	30	37	28	28
Percent At or Above Proficient	57.1	65.0	62.0	64.3	72.7	50.0	50.0	48.6	57.7	46.8	45.2	37.3
AYP Target: ES/MS	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5
AYP Target: HS	66.1	77.4	88.7	66.1	77.4	88.7	66.1	77.4	88.7	66.1	77.4	88.7
Met AYP Criteria	--	--	--	64.3	72.7	50	--	--	--	--	--	--

Conclusions based on this data:

1. While the overall proficiency rate in math remains strong at 71.5%, it does also represent a dip in proficiency compared to previous years. This dip was evidenced school-wide with the exception of the socio-economically disadvantaged subgroup which had an almost 10 point increase from the previous year.
2. This dip has not only been observed at Twelve Bridges Elementary, but district-wide, as math instruction and standards continue to transition and evolve to meet the new Common Core standards.

4,8.12

School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2012-13 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
K	1	20	0	0	2	40	0	0	2	40	5
1	0	0	4	80	1	20	0	0	0	0	5
2	1	100	0	0	0	0	0	0	0	0	1
3	4	57.1	0	0	3	42.9	0	0	0	0	7
4	0	0	3	75	1	25	0	0	0	0	4
5	0	0	0	0	1	66.7	2	33.3	0	0	3

Conclusions based on this data:

1. Twelve Bridges has a very small population of students needing to receive CELDT testing. Of the twenty students, thirteen were early advanced/advanced.
2. The number of level 1 or 2 CELDT students is only four which allows us to track and intervene on an individual.

School and Student Performance Data

CELDT (All Assessment) Results

Grade	2012-13 CELDT (All Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#

Conclusions based on this data:

1.

4,814

School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2010-11	2011-12	2012-13
Number of Annual Testers	30	19	17
Percent with Prior Year Data	100.0%	100.0%	100.0%
Number in Cohort	30	19	17
Number Met	15	--	--
Percent Met	50.0%	--	--
NCLB Target	54.6	56.0	57.5
Met Target	No	*	*

AMAO 2	Attaining English Proficiency					
	2010-11		2011-12		2012-13	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	29	6	18	5	20	3
Number Met	--	--	--	--	--	--
Percent Met	--	--	--	--	--	--
NCLB Target	18.7	43.2	20.1	45.1	21.4	47.0
Met Target	*	*	*	*	*	*

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2010-11	2011-12	2012-13
English-Language Arts			
Met Participation Rate	16	10	12
Met Percent Proficient or Above	57.1	45.5	66.7
Mathematics			
Met Participation Rate	18	16	9
Met Percent Proficient or Above	64.3	72.7	50

Conclusions based on this data:

1. Twenty students out of twenty three have been receiving EL instruction for less than five years. Even with such a high number, as a subgroup they were still able to perform very close to the school-wide average for LA (66.7% - 70.3%). It was also a significant increase over a three year period.
2. Mathematically, the proficiency scores dropped from the previous year down to 50%. That drop, however, coincides with a school-wide and district-wide drop in overall math proficiency.

4.8.15

School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2010-11	2011-12	2012-13
Number of Annual Testers	614	639	634
Percent with Prior Year Data	100	99.4	100.0
Number in Cohort	614	635	634
Number Met	339	400	369
Percent Met	55.2	63.0	58.2
NCLB Target	54.6	56.0	57.5
Met Target	Yes	Yes	Yes

AMAO 2	Attaining English Proficiency					
	2010-11		2011-12		2012-13	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	530	222	515	251	473	266
Number Met	113	104	122	142	112	139
Percent Met	21.3	46.8	23.7	56.6	23.7	52.3
NCLB Target	18.7	43.2	20.1	45.1	21.4	47.0
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2010-11	2011-12	2012-13
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Met Target for AMAO 3	No	No	No

Conclusions based on this data:

1.

4,816

School and Student Performance Data

CAHSEE (English-Language Arts)

2012-13 Grade 10 Combined Test by Subgroup							
	#Tested	#Passed	% Passed	#Not Passed	% Not Passed	Avg. Score	% Prof. and Above
All Students Tested							

Race/Ethnicity

American Indian or Alaska Native							
Pacific Islander							
Filipino							
Hispanic / Latino							
African American							
Declined to State							

Language Fluency

English Only Students							
Initially Fluent English Proficient (IFEP)							
Redesignated Fluent English Proficient (RFEP)							
English Learner Students							

Economic Status

Non-Economically Disadvantaged Students							
Economically Disadvantaged Students							

Special Education Program Participation

Students Receiving Services							
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4.8.17

CAHSEE (Mathematics)

2012-13 Grade 10 Combined Test by Subgroup							
	#Tested	#Passed	% Passed	#Not Passed	% Not Passed	Avg. Score	% Prof. and Above
All Students Tested							

Race/Ethnicity

American Indian or Alaska Native							
Pacific Islander							
Filipino							
Hispanic / Latino							
African American							
Declined to State							

Language Fluency

English Only Students							
Initially Fluent English Proficient (IFEP)							
Redesignated Fluent English Proficient (RFEP)							
English Learner Students							

Economic Status

Non-Economically Disadvantaged Students							
Economically Disadvantaged Students							

Special Education Program Participation

Students Receiving Services							
-----------------------------	--	--	--	--	--	--	--

4.8.18

School and Student Performance Data

CAHSEE (English-Language Arts)

2012-13 Grade 11 Combined Test by Subgroup							
	#Tested	#Passed	% Passed	#Not Passed	% Not Passed	Avg. Score	% Prof. and Above
All Students Tested							

Race/Ethnicity

American Indian or Alaska Native							
Pacific Islander							
Filipino							
Hispanic / Latino							
African American							
Declined to State							

Language Fluency

English Only Students							
Initially Fluent English Proficient (IFEP)							
Redesignated Fluent English Proficient (RFEP)							
English Learner Students							

Economic Status

Non-Economically Disadvantaged Students							
Economically Disadvantaged Students							

Special Education Program Participation

Students Receiving Services							
-----------------------------	--	--	--	--	--	--	--

4.8.19

CAHSEE (Mathematics)

2012-13 Grade 11 Combined Test by Subgroup							
	#Tested	#Passed	% Passed	#Not Passed	% Not Passed	Avg. Score	% Prof. and Above
All Students Tested							

Race/Ethnicity

American Indian or Alaska Native							
Pacific Islander							
Filipino							
Hispanic / Latino							
African American							
Declined to State							

Language Fluency

English Only Students							
Initially Fluent English Proficient (IFEP)							
Redesignated Fluent English Proficient (RFEP)							
English Learner Students							

Economic Status

Non-Economically Disadvantaged Students							
Economically Disadvantaged Students							

Special Education Program Participation

Students Receiving Services							
-----------------------------	--	--	--	--	--	--	--

4.8.20

School and Student Performance Data

CAHSEE (English-Language Arts)

2012-13 Grade 12 Combined Test by Subgroup							
	#Tested	#Passed	% Passed	#Not Passed	% Not Passed	Avg. Score	% Prof. and Above
All Students Tested							

Race/Ethnicity

American Indian or Alaska Native							
Pacific Islander							
Filipino							
Hispanic / Latino							
African American							
Declined to State							

Language Fluency

English Only Students							
Initially Fluent English Proficient (IFEP)							
Redesignated Fluent English Proficient (RFEP)							
English Learner Students							

Economic Status

Non-Economically Disadvantaged Students							
Economically Disadvantaged Students							

Special Education Program Participation

Students Receiving Services							
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4.8.21

CAHSEE (Mathematics)

2012-13 Grade 12 Combined Test by Subgroup							
	#Tested	#Passed	% Passed	#Not Passed	% Not Passed	Avg. Score	% Prof. and Above
All Students Tested							

Race/Ethnicity

American Indian or Alaska Native							
Pacific Islander							
Filipino							
Hispanic / Latino							
African American							
Declined to State							

Language Fluency

English Only Students							
Initially Fluent English Proficient (IFEP)							
Redesignated Fluent English Proficient (RFEP)							
English Learner Students							

Economic Status

Non-Economically Disadvantaged Students							
Economically Disadvantaged Students							

Special Education Program Participation

Students Receiving Services							
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4.8.22

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Language Arts

LEA GOAL:

Develop and continually improve a well-articulated K-12 program

SCHOOL GOAL #1:

As the school transitions from the California State Content Standards and STAR testing program to Common Core State Standards and Smarter Balanced Assessment, grade level teams have created developmentally appropriate goals in reading or writing as follows:

- Kindergarten: 70% of students will have mastery of the writing goal as summarized in the district writing standard.
- First Grade: 85% of students will meet benchmark on the Basic Phonics Skills Test (BPST) for line items CVC (8/10), CB (4/5), line e - LVD (4/5) and line h - Inflections (4/5); and 85% of all students will read grade-level appropriate text on the district assessment for fluency with 95% accuracy.
- Second Grade: 80% of students will obtain a proficient rubric score (12/16) on the district adopted writing prompt (Step Up to Writing).
- Third Grade: 80% of students will read an end of the year grade level passage with 98% accuracy (1.5 words per minute/80% comprehension)
- Fourth and Fifth Grades: 90% of students will refer to and quote accurately from grade level text when explaining what the text says explicitly and when drawing inferences from the text as measured on monthly common assessments.

Data Used to Form this Goal:

Results on state STAR testing, formative and summative classroom assessments, and district benchmark assessments

Findings from the Analysis of this Data:

A percentage of students continue to fall below federal, state, and district criteria for meeting English Language Arts Standards.

How the School will Evaluate the Progress of this Goal:

At PLC meetings, teachers will discuss, review, and assess results on classroom, grade level and district assessments in the goal areas stated above for each grade level and will plan interventions based on their findings.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)		
			Description	Type	Amount
Improvement of instructional strategies and materials:		TK and Kinder Teachers/On-going	Software Cost/Site License (TK and Kinder)	School and Library Improvement Program Block	875
• Educational Software for Guiding		Teachers/Fall			

4.8.23

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)		
			Description	Type	Funding Source Amount
<ul style="list-style-type: none"> Instruction (ESGI) Language Arts Supplemental Materials (Quick Words Handbook) RenLearn (STAR Reading, Accelerated Reader, Math Facts in a Flash) 		Teachers/On-going	Materials (Grades 1-3) Software Cost/Site License (K-5) School Supplies	School and Library Improvement Program Block School and Library Improvement Program Block	150 4,815
Increased educational opportunity/Extended learning time: <ul style="list-style-type: none"> After school reading tutoring for grades 2-5 		Teachers/On-going	Teacher pay at \$35/hour not to exceed two hours per week; two teachers. Cost covered by PTC.		0
Staff development and professional collaboration: <ul style="list-style-type: none"> Staff trainings and workshops to increase knowledge base related to Common Core Standards, Differentiating Instruction, Effective First Instruction, and/or Writing 		Teachers/As Appropriate	Registration and Sub Costs	School and Library Improvement Program Block	1,000
Involvement of staff, parents, and community: <ul style="list-style-type: none"> Canyon Creek (On-line conference scheduler) Homework Folders Student Planners 		Teachers/End of Trimester	Website Fee	School and Library Improvement Program Block	275
		Teachers/Fall	Cost of folders	School and Library Improvement Program Block	250
		Teachers/Fall	Cost of planners (Grades 4 and 5)	School and Library Improvement Program Block	200
Monitoring program implementation and results: <ul style="list-style-type: none"> Use of OARS and ESGI as assessment tools Use of Collaboration Time for teachers to share data and plan 		Teachers and Principal/On-going	No cost associated		0

4,824

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Student incentive/recognition program to improve student behavior and build a strong academic culture school wide.					Economic Impact Aid	879

4.8.25

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Mathematics

LEA GOAL:

Develop and continually improve a well-articulated K-12 program

SCHOOL GOAL #2:

As the school transitions from the California State Content Standards and STAR testing program to Common Core State Standards and Smarter Balanced Assessment, grade level teams have created developmentally appropriate goals in mathematics as follows:

- Kindergarten: 75% of all students will be able to write numbers 1-30 with no more than two reversals.
- First Grade: 87% of all students will score 85% on chapter/unit assessments in number sense.
- Second Grade: 80% of all students will score 80% on unit assessments in number sense.
- Third Grade: 80% of all students will score 80% or higher on the timed math facts assessment.
- Fourth and Fifth Grades: 90% of students will earn a score of 3/A or B (80-100%) on two planned Performance Assessments at the end of each unit by determining the appropriate skill, using the correct computations, and explaining to show understanding.

Data Used to Form this Goal:

Results on state STAR testing, formative, and summative classroom assessments and district benchmark assessments

Findings from the Analysis of this Data:

A percentage of students continue to fall below federal, state and district criteria for meeting mathematics standards.

How the School will Evaluate the Progress of this Goal:

At PLC meetings, teachers will discuss, review, and assess results on classroom, grade level and district assessments in the goal areas stated above for each grade level and will plan interventions based on their findings.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)		
			Description	Type	Amount
Improvement of instructional strategies and materials:		Teachers/On-going	Software Cost (Grades 4 and 5)	School and Library Improvement	205

4.8.26

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)		
			Description	Type	Amount
<ul style="list-style-type: none"> BrainPop 				Program Block	
Increased Educational Opportunity/Extended learning time: <ul style="list-style-type: none"> After school math tutoring for selected students (grades 2-5) Enrichment for students (GATE) 		Teachers/On-going Teachers/On-going	Teacher pay at \$35/hr. not to exceed 2 hours per week; one teacher. Materials (robotics, legos, etc.)	Economic Impact Aid	692
Staff development and professional collaboration: <ul style="list-style-type: none"> Staff trainings and workshops to increase knowledge base related to Common Core Standards, Differentiating Instruction, Effective First Instruction, Science, and/or Technology 		Teachers/As Appropriate	Registration and Sub Costs	School and Library Improvement Program Block	500
Monitoring program implementation and results: <ul style="list-style-type: none"> Use of OARS and ESGI as assessment tools Use of Collaboration Time for teachers to share data and plan accordingly 		Teachers and Principal/On-going	No cost associated		871
Student incentive/recognition program to improve student behavior and build a strong academic culture school wide.				Economic Impact Aid	879

4,827

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

4.8.28

SUBJECT: School-Wide Attendance

LEA GOAL:

Develop and continually improve a well-articulated K-12 program

SCHOOL GOAL #3:

School-Wide Attendance: Increase average annual attendance rate from 96.14% to 97% for the 2013-2014 school year.

Data Used to Form this Goal:

Attendance data from the 2012-2013 school year.

Findings from the Analysis of this Data:

Overall attendance is good; however improvements could be made by evaluating monthly attendance records for attendance of students on inter and intra-district transfer agreements, unexcused absences, and vacation/travel.

How the School will Evaluate the Progress of this Goal:

Tracking of students on inter and intra-district transfer agreements, unexcused absences, and vacation/travel. Sending out attendance letters to students who are habitually late and receiving unexcused absences.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)		
			Description	Type	Amount
<ul style="list-style-type: none"> • Truancy letters sent to children with unexcused absences, arriving late and taking vacations during school times. • Trimester Recognition for Perfect Attendance • Yearly Recognition for Perfect Attendance • Professional development for school attendance clerk 		Attendance Clerk/Principal	Certificates, Pins, and Medals Professional development for attendance clerk.	School and Library Improvement Program Block	500

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount

4.8, 29

Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

2,830

SUBJECT:				
LEA GOAL:				
SCHOOL GOAL #4:				
Data Used to Form this Goal:				
Findings from the Analysis of this Data:				
How the School will Evaluate the Progress of this Goal:				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)		
			Description	Type	Funding Source
					Amount

Planned Improvements in Student Performance

School Goal #5

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

4,831

SUBJECT:				
LEA GOAL:				
SCHOOL GOAL #5:				
Data Used to Form this Goal:				
Findings from the Analysis of this Data:				
How the School will Evaluate the Progress of this Goal:				

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)		
			Description	Type	Funding Source
					Amount

Centralized Services for Planned Improvements in Student Performance

The following actions and related expenditures support this site program goal and will be performed as a centralized service. Note: the total amount for each categorical program in this section must be aligned with the Consolidated Application.

Centralized Service Goal #1

SUBJECT: Centralized Services for Planned Improvements in Student Performance in English Language Arts

SCHOOL GOAL #1:

5% of EL students will increase one level on the CELDT test level as measured by the CELDT test by June 2014.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)		
			Description	Type	Funding Source Amount
Coordinate EL programs with District Program Specialist for Interventions	August 2013 - June 2014	District Program Specialist/Principal/Principal Designee	By monthly monitoring of EL students through CPM assessment	0001-0999: Unrestricted: Locally Defined	Economic Impact Aid 162.

4.8.32

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #2

SUBJECT: Centralized Services for Planned Improvements in Student Performance in
SCHOOL GOAL #2:

4,833

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #3

SUBJECT: Centralized Services for Planned Improvements in Student Performance in

SCHOOL GOAL #3:

4,834

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #4

SUBJECT: Centralized Services for Planned Improvements in Student Performance in
SCHOOL GOAL #4:

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount

4.8.35

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #5

SUBJECT: Centralized Services for Planned Improvements in Student Performance in

SCHOOL GOAL #5:

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4,836

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
	Economic Impact Aid	2,450.00
	School and Library Improvement Program	9,641.00

48,37

Summary of Expenditures in this Plan

Total Expenditures by Funding Source

Funding Source	Total Expenditures
Economic Impact Aid	2,450.00
School and Library Improvement Program Block	9,641.00

Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures

4.8.39

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	8,444.00
Goal 2	3,147.00
Goal 3	500.00

4,840

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Rey Cubias	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jamie Mandel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bev Berkley	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Conni London	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeanine Troxell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tawnie Cole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kelli Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Michelle Golden	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ana Stevenson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stacey Sommerhauser	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Numbers of members of each category:	1	3	1	5	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s) to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan (**Check those that apply**):

☐ State Compensatory Education Advisory Committee

Signature

☐ English Learner Advisory Committee

Signature

☐ Special Education Advisory Committee

Signature

☐ Gifted and Talented Education Program Advisory Committee

Signature

☐ District/School Liaison Team for schools in Program Improvement

Signature

☐ Compensatory Education Advisory Committee

Signature

☐ Departmental Advisory Committee (secondary)

Signature

☐ Other committees established by the school or district (list):

Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on October 25, 2012.

Attested:

Rey Cubias

Typed Name of School Principal

Signature of School Principal

Date

Typed Name of SSC Chairperson

Signature of SSC Chairperson

Date

The Single Plan for Student Achievement

School: Lincoln High School
CDS Code: 3 66951 3134657
District: Western Placer Unified School District
Principal: Dr. Jay N. Berns
Revision Date: October 19, 2012

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Dr. Jay N. Berns
Position: Principal
Phone Number: (916) 645-6360
Address: 790 J Street
Lincoln, CA 95648
E-mail Address: jberns@wpusd.k12.ca.us

The District Governing Board approved this revision of the SPSA on .

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4,844

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4.8.45

School Vision and Mission

Lincoln High School's Vision and Mission Statements

Expected School-Wide Learning Results

ESLRs

(Revisited and Adopted 2011-2012)

- Students will increase academic achievement and be proficient in the areas of reading, writing, mathematics, social science, and technology by:
 - o Meeting or exceeding proficiency standards for all coursework
 - o Being able to analyze and evaluate all situations
 - o Developing technology skills to solve problems and communicate effectively
- Students will be able to communicate effectively by:
 - o Reading with comprehension
 - o Writing with clarity
 - o Listening with understanding
 - o Speaking with confidence and purpose
- Students will develop an awareness of diverse viewpoints, beliefs, and abilities by:
 - o Recognizing a responsibility towards people and the community
 - o Working towards resolving conflicts in a non-violent manner
 - o Understanding and respecting cultural diversity and students with special needs
- Students will receive the skills necessary to transition into the world of work or next-level academic pursuits by:
 - o Setting and pursuing realistic and challenging goals
 - o Developing a personal career path and education plan to meet those goals

School Profile

Lincoln High School, a comprehensive 9-12 high school, is one of eight schools within the Western Placer Unified School District. California Department of Education, DataQuest and Ed-Data reported an enrollment of 1,495. School enrollment consisted of 399 ninth grade students, 400 tenth grade students, 365 eleventh grade students and 331 twelfth grade students.

An employment base of 29 classified personnel serves the Lincoln High School site. Fifty-six and one half certificated staff delivers the educational tenets of the site and district. Placer County Regional Opportunity Programs (R.O.P.) augment the staff with two teachers. A principal, assistant principal (2), a speech pathologist, a school psychologist and three counselors complete the certificated staff.

LHS was the recipient of the California Distinguished School Award and chosen as an Exemplary California Technical Education School during the 2008-2009 school year.

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

4.8.46

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Surveys have demonstrated that parents, students and teachers support a progressive educational system that promotes increases in student achievement and success. Furthermore, surveys have demonstrated a need for "high expectations" emphasizing "College and Career Readiness." Last, surveys have expressed the need for classes and programs that address the needs of ALL students on the LHS campus.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

School administration observes teachers both formally and informally. Permanent teachers are formally evaluated every other school year; however, daily classroom walk throughs and informal visits are the norm. Probationary teachers are formally observed three times each year.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement (ESEA)

Lincoln High School uses the results of the California Standards Test and Exit Exams to examine courses and curriculum being taught. Results of the CST are reviewed with each freshman, sophomore and junior on an individual basis by the administration. The results are reviewed, suggestions for improvement are made and modifications take place when necessary. The OARS program has been implemented and instructors are using it to analyze and modify instruction as necessary.

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

The main goal of curriculum-embedded assessments at LHS is to measure 21st century skills in 9-12 students. These assessments are designed to integrate seamlessly with classroom instruction; measure skills such as critical thinking, creativity, and collaboration in a developmentally-appropriate way; and provide information useful for supporting classroom teaching and learning.

Staffing and Professional Development

3. Status of meeting requirements for highly qualified staff (ESEA)

All teachers at LHS are fully credentialed with at least an undergraduate degree and a valid California Teaching Credential. The Federal Elementary and Secondary Education Act (ESEA), also known as No Child Left Behind (NCLB), requires that core academic subjects be taught by Highly Qualified Teachers, defined as having at least a bachelor's degree, an appropriate California teaching credential, and demonstrated core academic subject area competence.

4. Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

All teachers have access to District and outside professional development. The district sponsors many opportunities for staff development credit, both during the school day and after hours for Staff Development Buyback and/or local units of credit.

5. Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

Teachers have been provided the education, training, hardware, software and technical support to both use technology and to teach the use of technology. All teachers have the state standards for their areas of expertise. Questions are embedded in the tests to insure that students grasp the standards. The OARS program is being utilized. Instructors have been given early release days to work on common planning, common assessment, review of data, pacing guides, standards, and intervention strategies. They have attended conferences such as: Mattos, PLC workshops, OARS in-services, Common Core State Standards and the Dufour conference. Professional Learning Communities are in place.

6. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

The past few years the WPUUSD has implemented the help of a Peer Coach at the secondary level for ongoing instructional support and assistance. As well as the District Staff Development Plan that has been implemented to help to support teachers to grow and improve. This past school year a large amount of emphasis has been placed upon the transition to the Common Core State Standards. Monthly Staff Meetings have been implemented to encourage emphasis on Best Practices and continuous improvement.

7. Teacher collaboration by grade level (kindergarten through grade eight [K-8]) and department (grades nine through twelve) (EPC)

Teachers collaborate with one another bimonthly in Department Professional Learning Communities. PLC's focus on common planning, common assessment, data dissemination, and intervention planning.

Teaching and Learning

8. Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

Lincoln High School affords all of its students a comprehensive curriculum that is intended to teach the State Standards and is aligned to the State Frameworks as reflected in Lincoln High School's expected school-wide learning results. However, Lincoln High School is working on transitioning to the Common Core State Standards and preparing students for the SBAC. Pacing guides have been completed and implemented for the core curriculum. Formative common assessments are now being used in the core curriculum. The OARS program is being used throughout the school to help with data analysis and dissemination. As stated above, teachers are attending workshops to begin implementing the new Common Core State Standards.

9. Adherence to recommended instructional minutes for reading/language arts and mathematics (K-8) (EPC)

English Language Arts - One Course per semester Grades 9-12
Mathematics - One Course per semester Grades 9-12

10. Lesson pacing schedule (K-8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

Pacing guides have been implemented as well as common planning, common assessment, and data dissemination to help plan interventions, and additional intervention classes (CAHSEE, EL, AVID, ALP, Math Lab, etc.).

11. Availability of standards-based instructional materials appropriate to all student groups (ESEA)

Lincoln High School teachers have worked to reach general inter-departmental agreements regarding texts, requirements, and classroom procedures that meet the standards. Our site administrators take active roles in implementing curriculum, procedures, policies, and materials to enhance student opportunities.

12. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

Lincoln High School utilizes textbooks and instructional materials from the most recent adoption, as well providing sufficient textbooks and materials for each student. Due to the implementation of the Common Core State Standards, Lincoln High School is reviewing new textbooks and instructional materials that are aligned to the CCSS and the SBAC.

Opportunity and Equal Educational Access

13. Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Lincoln High School teachers, counselors and administrators work together to offer curriculum appropriate to all of our students regardless of ability level or special needs. Each student has a four-year plan developed when they enter the 9th grade. These plans are reviewed on a regular basis and include a pathway for each student and a list of A-G requirements.

14. Research-based educational practices to raise student achievement

Over the past few years the following practices have been implemented: Explicit Direct Instruction, Professional Learning Communities, Common Pacing Guides, Common Formative Assessments, Response to Instruction, Mattos Workshops, Common Core Workshops, and so forth.

Parental Involvement

15. Resources available from family, school, district, and community to assist under-achieving students (ESEA)

- AVID (9-12 grade)
- Aventa K12 Learning (Credit Recovery & AP Classes)
- Intervention minutes (STRIPES)
- Academic Decathlon
- BEST/PBIS Program
- Link/Zebra Crew
- CAHSEE classes
- Outside reading requirement
- New textbooks
- School and District website
- New technology
- Aeries Gradebook
- Tutoring before during, and after school
- EAP
- Robotics
- Lighthouse
- SchoolMessenger phone system
- Expository writing program

16. Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

Parent and community involvement is of the utmost important to Lincoln High School. Lincoln High School works diligently to communicate with parent(s)/guardian(s) and community representatives on a regular basis through email and Social Media to be totally transparent and keep everyone update on upcoming events.

Funding

17. Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

Lincoln High School provides and supports a variety of programs to offer our students' academic success: "Link/Zebra Crew" program, offered before the start of the school year and provides insight for high school success. English enrichment, algebra intervention, and CAHSEE classes for math and English are offered to the students. English language classes are offered to all students in need of these classes. In addition, a newcomer class has been offered for those students needing help in acquiring the English language. Tutoring is offered to students before and after school in the library. A teacher oversees the program (LHS Peer Tutoring).

18. Fiscal support (EPC)

Over the past few years, due to state of the economy Lincoln High School restricted and unrestricted funds have been reduced due "budget reductions." However, Lincoln High School continues to receive funds from the following allocations: CAHSEE, EIA, the California Agricultural Incentive Grant, as well as from District allocated funds.

Description of Barriers and Related School Goals

School, district and community barriers to improvements in student achievement:

Numerous "second language" households (community). Lack of communication with parents.

High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 25 percent or less in the free and reduced price meals program.

34.1% of Lincoln High School students are socioeconomically disadvantaged.

Limitations of the current program to enable Underperforming students to meet standards:

Lincoln High School needs to provide more classes specifically aimed towards helping the under-performing students. Lincoln High School offers AVID classes for freshmen-seniors. Students with low CAHSEE and STAR test scores are placed in CAHSEE math and English classes. Peer tutors are utilized within the classrooms during intervention time.

School and Student Performance Data

Academic Performance Index by Student Group

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Number Included	1,033	1,024	1,051	666	616	614	24	18	15	32	32	33
Growth API	783	786	781	800	802	790	766	779	700	841	856	853
Base API	765	780	787	784	797	804	759	765	786	875	841	856
Target	5	5	5	5	3	A						
Growth	18	6	-6	16	5	-14						
Met Target	Yes	Yes	No	Yes	Yes	No						

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Number Included	255	285	300	125	124	123	333	354	360	101	106	98
Growth API	730	729	754	643	642	670	717	718	730	497	475	485
Base API	697	727	731	617	639	645	704	713	721	498	500	487
Target	5	5	5	9	8	8	5	5	5			
Growth	33	2	23	26	3	25	13	5	9			
Met Target	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes			

Conclusions based on this data:

1. For one reason or another, the data was stagnant at best. There was very little if any growth in any specific area. After reviewing data for the surrounding region and the state this appeared to be a statewide trend. The State Superintendent of Schools attributed this statewide drop in API scores to a change of focus from the California State Standards/CST to the Common Core State Standards/SBAC.
2. Although scores remained status quo last year, scores have improved significantly since the inception of the STAR Test. Now that we are transitioning to the new Common Core State Standards and a very different testing format in the SBAC, it is going to take time to identify areas necessitating growth and improvement.

4.8, 51

School and Student Performance Data

English-Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	99	99	89	98	99	88	100	100	75	100	100	100
Number At or Above Proficient	232	229	215	159	152	125	--	7		--	8	9
Percent At or Above Proficient	66.5	63.8	66.0	69.1	70.0	67.9	--	63.6	--	--	66.7	81.8
AYP Target: ES/MS	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2
AYP Target: HS	66.7	77.8	88.9	66.7	77.8	88.9	66.7	77.8	88.9	66.7	77.8	88.9
Met AYP Criteria	Yes	No	Yes	Yes	Yes	No	--	--	--	--	--	--

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	99	89	100	100	82	98	98	83	95	97	23
Number At or Above Proficient	53	42	59	6	14	10	51	58	60	5	3	
Percent At or Above Proficient	57.0	45.7	58.4	18.2	28.6	29.4	44.7	46.4	56.1	14.7	10.7	--
AYP Target: ES/MS	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2
AYP Target: HS	66.7	77.8	88.9	66.7	77.8	88.9	66.7	77.8	88.9	66.7	77.8	88.9
Met AYP Criteria	Yes	No	Yes	-- 18.2%	-- 28.6%	-- 29.4%	No	Yes	No	--	--	--

Conclusions based on this data:

1. In 2013, we met our AYP in English for ALL Students. However, in specific subgroups such as Socioeconomically Disadvantaged Students and White Students, we did not see growth. Even though we are transitioning to the Common Core and we saw growth in English in our CAHSEE scores we are working on writing skills and reading of informational text.

School and Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	98	100	98	98	100	99	80	100	100	100	100	100
Number At or Above Proficient	206	215	233	150	148	136	--	4		--	9	10
Percent At or Above Proficient	59.2	59.4	64.7	65.2	67.6	66.7	--	36.4	--	--	75.0	90.9
AYP Target: ES/MS	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5
AYP Target: HS	66.1	77.4	88.7	66.1	77.4	88.7	66.1	77.4	88.7	66.1	77.4	88.7
Met AYP Criteria	No	No	Yes	Yes	Yes	No	--	--	--	--	--	--

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	98	100	100	96	98	100	99	95	100	98
Number At or Above Proficient	41	38	67	11	11	21	49	56	66	6	4	9
Percent At or Above Proficient	44.1	40.9	60.4	33.3	22.4	53.8	43.4	43.8	52.8	17.6	13.8	22.0
AYP Target: ES/MS	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5
AYP Target: HS	66.1	77.4	88.7	66.1	77.4	88.7	66.1	77.4	88.7	66.1	77.4	88.7
Met AYP Criteria	Yes	No	Yes	-- 33.3%	-- 22.4%	-- 53.8%	No	No	Yes	--	--	--

Conclusions based on this data:

1. In 2013, we met our AYP in Math for ALL Students. However, in one specific subgroup White Students, we did not see growth. Even though we are transitioning to the Common Core and we saw growth in Math in our CAHSEE scores, we are working on continuing this growth and implementing more hands on/relevant math inquiry and lessons.

4.8,53

School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2012-13 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
9	5	21	11	46	5	21	3	13	0	0	24
10	1	5	7	32	11	50	3	14	0	0	22
11	2	13	9	56	3	19	2	13	0	0	16
12	1	7	9	60	3	20	2	13	0	0	15
Total	9	12	36	47	22	29	10	13	0	0	77

Conclusions based on this data:

1. CELDT data demonstrated that approximately half of all EL students are intermediate or below resulting in a need for more intensive intervention such as an EL Study Skills class, as well as investigating the implementation of ELD English classes.

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School and Student Performance Data

CELDT (All Assessment) Results

Grade	2012-13 CELDT (All Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
9	5	21	11	46	5	21	3	13	0	0	24
10	1	5	7	32	11	50	3	14	0	0	22
11	2	13	9	56	3	19	2	13	0	0	16
12	1	7	9	60	3	20	2	13	0	0	15
Total	9	12	36	47	22	29	10	13	0	0	77

Conclusions based on this data:

1. As stated in the previous conclusions, CELDT data demonstrated that approximately half of all EL students are intermediate or below resulting in a need for more intensive intervention such as an EL Study Skills class, as well as investigating the implementation of ELD English classes

4.8.55

School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2010-11	2011-12	2012-13
Number of Annual Testers	68	77	89
Percent with Prior Year Data	100.0%	98.7%	100.0%
Number in Cohort	68	76	89
Number Met	41	50	60
Percent Met	60.3%	65.8%	67.4%
NCLB Target	54.6	56.0	57.5
Met Target	Yes	Yes	Yes

AMAO 2	Attaining English Proficiency					
	2010-11		2011-12		2012-13	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	24	54	18	67	19	75
Number Met	--	26	--	40	--	45
Percent Met	--	48.1%	--	59.7%	--	60.0%
NCLB Target	18.7	43.2	20.1	45.1	21.4	47.0
Met Target	*	Yes	*	Yes	*	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2010-11	2011-12	2012-13
English-Language Arts			
Met Participation Rate	--33	--49	--34
Met Percent Proficient or Above	--18.2%	--28.6%	--29.4%
Mathematics			
Met Participation Rate	--33	49	39
Met Percent Proficient or Above	--33.3%	--22.4%	--53.8%

Conclusions based on this data:

1. As demonstrated in all of the data above, EL students are showing growth in AMAO subgroups. This is due to a focus on EL students and implementing classes that support students needs.

4.8.56

School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2010-11	2011-12	2012-13
Number of Annual Testers	614	639	634
Percent with Prior Year Data	100	99.4	100.0
Number in Cohort	614	635	634
Number Met	339	400	369
Percent Met	55.2	63.0	58.2
NCLB Target	54.6	56.0	57.5
Met Target	Yes	Yes	Yes

AMAO 2	Attaining English Proficiency					
	2010-11		2011-12		2012-13	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	530	222	515	251	473	266
Number Met	113	104	122	142	112	139
Percent Met	21.3	46.8	23.7	56.6	23.7	52.3
NCLB Target	18.7	43.2	20.1	45.1	21.4	47.0
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2010-11	2011-12	2012-13
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	No
Met Target for AMAO 3	No	No	No

Conclusions based on this data:

1. As a district, we are needing to make growth in AMAO 3 ELA and Math. From the perspective of the high school, additional professional development on supporting EL students would be of great benefit.

4.8, 57

School and Student Performance Data

CAHSEE (English-Language Arts)

2012-13 Grade 10 Combined Test by Subgroup							
	#Tested	#Passed	% Passed	#Not Passed	% Not Passed	Avg. Score	% Prof. and Above
All Students Tested	337	311	92.0	26	8.0	391.0	66.0

Male	173	156	90.0	17	10.0	385.0	58.0
Female	164	155	95.0	9	5.0	399.0	74.0

Race/Ethnicity

American Indian or Alaska Native	6	0	0	0	0	0	0
Asian	11	11	100.0	0	0.0	405.0	82.0
Pacific Islander	1	0	0	0	0	0	0
Filipino	7	0	0	0	0	0	0
Hispanic / Latino	103	92	89.0	11	11.0	386.0	58.0
African American	3	0	0	0	0	0	0
White	192	179	93.0	13	7.0	392.0	67.0
Declined to State	14	12	86.0	2	14.0	402.0	79.0

Language Fluency

English Only Students	279	259	93.0	20	7.0	393.0	68.0
Initially Fluent English Proficient (IFEP)	9	0	0	0	0	0	0
Redesignated Fluent English Proficient (RFEP)	34	33	97.0	1	3.0	392.0	65.0
English Learner Students	14	9	64.0	5	36.0	353.0	7.0

Economic Status

Non-Economically Disadvantaged Students	214	202	94.0	12	6.0	395.0	68.0
Economically Disadvantaged Students	101	90	89.0	11	11.0	384.0	59.0
Unknown	22	19	86.0	3	14.0	392.0	68.0

Special Education Program Participation

Students Receiving Services	3	0	0	0	0	0	0
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4.8.58

CAHSEE (Mathematics)

2012-13 Grade 10 Combined Test by Subgroup							
	#Tested	#Passed	% Passed	#Not Passed	% Not Passed	Avg. Score	% Prof. and Above
All Students Tested	340	320	94.0	20	6.0	395.0	69.0

Male	173	161	93.0	12	7.0	394.0	70.0
Female	167	159	95.0	8	5.0	396.0	67.0

Race/Ethnicity

American Indian or Alaska Native	6	0	0	0	0	0	0
Asian	12	12	100.0	0	0.0	412.0	92.0
Pacific Islander	1	0	0	0	0	0	0
Filipino	7	0	0	0	0	0	0
Hispanic / Latino	105	96	91.0	9	9.0	391.0	65.0
African American	3	0	0	0	0	0	0
White	192	184	96.0	8	4.0	397.0	69.0
Declined to State	14	13	93.0	1	7.0	396.0	71.0

Language Fluency

English Only Students	280	265	95.0	15	5.0	396.0	69.0
Initially Fluent English Proficient (IFEP)	9	0	0	0	0	0	0
Redesignated Fluent English Proficient (RFEP)	35	34	97.0	1	3.0	399.0	77.0
English Learner Students	14	11	79.0	3	21.0	366.0	36.0

Economic Status

Non-Economically Disadvantaged Students	215	203	94.0	12	6.0	400.0	71.0
Economically Disadvantaged Students	102	95	93.0	7	7.0	386.0	62.0
Unknown	23	22	96.0	1	4.0	393.0	74.0

Special Education Program Participation

Students Receiving Services	3	0	0	0	0	0	0
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School and Student Performance Data

CAHSEE (English-Language Arts)

2012-13 Grade 11 Combined Test by Subgroup							
	#Tested	#Passed	% Passed	#Not Passed	% Not Passed	Avg. Score	% Prof. and Above
All Students Tested	42	20	47				

Male	25	10	40				
Female	17	6	35				

Race/Ethnicity

American Indian or Alaska Native							
Asian	3	0	0				
Pacific Islander							
Filipino	6	0	0				
Hispanic / Latino	17	7	41				
African American	2	0	0				
White	13	7	53				
Declined to State	1	0	0				

Language Fluency

English Only Students	19	10	52				
Initially Fluent English Proficient (IFEP)	1	0	0				
Redesignated Fluent English Proficient (RFEP)	7	0	0				
English Learner Students	13	0	0				

Economic Status

Non-Economically Disadvantaged Students	15	7	46				
Economically Disadvantaged Students	25	8	32				
Unknown	2	0	0				

Special Education Program Participation

Students Receiving Services	5	0	0				
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4.8.60

CAHSEE (Mathematics)

2012-13 Grade 11 Combined Test by Subgroup							
	#Tested	#Passed	% Passed	#Not Passed	% Not Passed	Avg. Score	% Prof. and Above
All Students Tested	41	26	63				

Male	15	12	80				
Female	25	9	36				

Race/Ethnicity

American Indian or Alaska Native							
Asian	1	0	0				
Pacific Islander							
Filipino	1	0	0				
Hispanic / Latino	18	8	44				
African American	0	0	0				
White	19	11	57				
Declined to State	2	0	0				

Language Fluency

English Only Students	20	11	55				
Initially Fluent English Proficient (IFEP)	2	0	0				
Redesignated Fluent English Proficient (RFEP)	9	0	0				
English Learner Students	7	0	0				

Economic Status

Non-Economically Disadvantaged Students	22	12	54				
Economically Disadvantaged Students	18	8	44				
Unknown	1	0	0				

Special Education Program Participation

Students Receiving Services	2	0	0				
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4.8.61

School and Student Performance Data

CAHSEE (English-Language Arts)

2012-13 Grade 12 Combined Test by Subgroup							
	#Tested	#Passed	% Passed	#Not Passed	% Not Passed	Avg. Score	% Prof. and Above
All Students Tested	19	0	0				

Male	13	0	0				
Female	6	0	0				

Race/Ethnicity

American Indian or Alaska Native	1	0	0				
Pacific Islander	1	0	0				
Filipino							
Hispanic / Latino	10	0	0				
African American							
White	6	0	0				
Declined to State	1	0	0				

Language Fluency

English Only Students	7	0	0				
Initially Fluent English Proficient (IFEP)	1	0	0				
Redesignated Fluent English Proficient (RFEP)	0	0	0				
English Learner Students	10	0	0				

Economic Status

Non-Economically Disadvantaged Students	5	0	0				
Economically Disadvantaged Students	12	0	0				
Unknown	2	0	0				

Special Education Program Participation

Students Receiving Services	4	0	0				
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4.8.62

CAHSEE (Mathematics)

2012-13 Grade 12 Combined Test by Subgroup							
	#Tested	#Passed	% Passed	#Not Passed	% Not Passed	Avg. Score	% Prof. and Above
All Students Tested	17	0	0				

Male	10	0	0				
Female	7	0	0				

Race/Ethnicity

American Indian or Alaska Native	1	0	0				
Pacific Islander	1	0	0				
Filipino							
Hispanic / Latino	8	0	0				
African American							
White	6	0	0				
Declined to State	1	0	0				

Language Fluency

English Only Students	9	0	0				
Initially Fluent English Proficient (IFEP)	1	0	0				
Redesignated Fluent English Proficient (RFEP)	1	0	0				
English Learner Students	3	0	0				

Economic Status

Non-Economically Disadvantaged Students	10	0	0				
Economically Disadvantaged Students	3	0	0				
Unknown	4	0	0				

Special Education Program Participation

Students Receiving Services	3	0	0				
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4.8.63

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: English
LEA GOAL:
Develop and continually upgrade a well articulated K-12 academic program.
SCHOOL GOAL #1:
Focus on CAHSEE targets while preparing to transition to new accountability system.
Data Used to Form this Goal:
CAHSEE Results for English-Language Arts (ELA)
Findings from the Analysis of this Data:
92 Percent of all Grade 10 students passed the CAHSEE.
How the School will Evaluate the Progress of this Goal:
Goal to increase passing rate from 92 percent to 94 percent.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)		
			Description	Type	Amount
Alignment of Instruction with Content Standards/CCSS: Continue w/common planning, common assessment, review student assessment data and plan interventions. Align English to standards.	Ongoing	All teachers Ongoing/ERD's			
Improvement of Instructional Strategies/Materials: Review essential standards creating common assessments. Use OARS to identify strength & weaknesses. Use PLC's to regularly results.	Ongoing	Department Chairs & Classroom Teachers			

4.8.64

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)		
			Description	Type	Funding Source Amount
Extended Learning Time: CAHSEE classes, ALP class, AVID classes, EL Study Skills, before & after school tutoring, LHS Peer Tutoring & STRIPES.	Ongoing	Admin, instructors, & Peer Tutors	Materials & Tutors	1000-1999: Certificated Personnel Salaries	Local Categorical 10,000.00
			CAHSEE Class	1000-1999: Certificated Personnel Salaries	Local Categorical 7,500.00
			ALP Class	1000-1999: Certificated Personnel Salaries	Economic Impact Aid 12,000
			AVID Classes	1000-1999: Certificated Personnel Salaries	Economic Impact Aid 45,000
			Wireless Routers	4000-4999: Books And Supplies	Economic Impact Aid 9,000
			Copier Machine	4000-4999: Books And Supplies	Economic Impact Aid 7,000
			AVID Tutors	2000-2999: Classified Personnel Salaries	Economic Impact Aid 10,500
			Intervention/Support Classes	1000-1999: Certificated Personnel Salaries	Economic Impact Aid 75,000
			Conferences	5000-5999: Services And Other Operating Expenditures	Economic Impact Aid 2,500
			Sub Days for planning for support of struggling students	5000-5999: Services And Other Operating Expenditures	Economic Impact Aid 15,000
Staff Development: OARS Training, Early Release Days, and Workshops/Conferences that apply to CAHSEE.	Ongoing	Instructors			
Involvement of Parents/Community: SBLT Aeries online grading system. Parent phone calls and e-mails.	Ongoing	Instructors			
Monitoring Program Implementation: CAHSEE Results Department meetings to review	Ongoing	Counselors/Admin	Part Time Counselor for At Risk Students	1000-1999: Certificated Personnel Salaries	Economic Impact Aid 45,000

4.8.65

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)		
			Description	Type	Funding Source
common assessments OARS STRIPES Grade Analysis Leadership Team					Amount

4.8.66

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Math
LEA GOAL:
Develop and continually upgrade a well articulated K-12 academic program.
SCHOOL GOAL #2:
Focus on CAHSEE targets while preparing to transition to new accountability system.
Data Used to Form this Goal:
CAHSEE Results for Math.
Findings from the Analysis of this Data:
94 Percent of all Grade 10 students passed the CAHSEE.
How the School will Evaluate the Progress of this Goal:
Goal to increase passing rate fro 94 percent to 96 percent.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)		
			Description	Type	Amount
Alignment of Instruction with Content Standards/CCSS: Continue w/common planning, common assessment, review student assessment	Ongoing	All teachers Ongoing/ERD's			
Improvement of Instructional Strategies/Materials: Review essential standards creating common assessments. Use OARS to identify strength & weaknesses. Use PLC's to regularly review results.		Department chairs & classroom teachers.			

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Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Extended Learning Time: STRIPES, before & after school tutoring (LHS Peer Tutoring), and CAHSEE classes.		Admin, instructors, & Peer tutors.	Materials & tutors	1000-1999: Certificated Personnel Salaries	Local Categorical	9,000.00
			CAHSEE Class	1000-1999: Certificated Personnel Salaries	Local Categorical	7,500
Staff Development: OARS Training, Early Release Days, and Workshops/Conferences that apply to CAHSEE.		Instructors	Conferences	5000-5999: Services And Other Operating Expenditures	Economic Impact Aid	2,500.00
Involvement of Parents/Community: Email & phone calls to parents explaining offerings.		Instructors				
Monitoring Program Implementation: CAHSEE Results Department meetings to review common assessments OARS STRIPES Grade Analysis		Counselors/Admin				

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Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: IMPROVING STUDENT PERFORMANCE	
LEA GOAL:	
Develop and continually upgrade a well articulated K-12 academic program.	
SCHOOL GOAL #3:	
To increase the number of students that reach A-G requirement from 43% to 50% of the graduating seniors by 2014.	
Data Used to Form this Goal:	
A-G Completion Rate	
Findings from the Analysis of this Data:	
43% of graduating seniors in 2013 completed their A-G requirements.	
How the School will Evaluate the Progress of this Goal:	
Goal to increase passing rate from 43% to 50% of the graduating seniors by 2014.	

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)		
			Description	Type	Funding Source
Alignment of Instruction with Content Standards: A-G courses already aligned with standards.	Ongoing				
Improvement of Instructional Strategies/Materials: After school tutoring, additional A-G classes, and adding pathways. Four year plans and increasing AVID program.	Ongoing	College Night, Military/Academy Night, NCAA Night, FAFSA & PSAT	Supplies/Materials Spanish Tutor	4000-4999: Books And Supplies 1000-1999: Certificated Personnel Salaries	Economic Impact Aid 2,500 Economic Impact Aid 5,000
Extended Learning Time:	Ongoing				

4.8.69

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Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)		
			Description	Type	Funding Source
Tutoring offered before and after school for students that want extra help or more of a challenge. STRIPES					Amount
Staff Development: Use PLC's to develop classes and move forward with A-G process.		Instructors, Counselors, & Admin			
Involvement of Parents/Community: Inform community about the importance of A-G classes.		Admin/Counselors			
Monitoring Program Implementation: Meeting with students yearly to go over 4 year plans and pathways starting in 9th grade.	Ongoing	Counselors			

Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Student Attendance
LEA GOAL:
Foster a safe, caring environment where individual differences are valued and respected.
SCHOOL GOAL #4:
Increase student attendance rate.
Data Used to Form this Goal:
District Student Attendance Rate
Findings from the Analysis of this Data:
94.45 Percent of all students attended school.
How the School will Evaluate the Progress of this Goal:
Goal to increase attendance rate from 94.45 percent to 95.09 percent.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)		
			Description	Type	Funding Source
Establish district and site attendance goals and incentives: PBIS team to recognize students with good attendance.	Ongoing	Admin, Attendance Clerks, PBIS Team			Amount
Continue to implement SARB and SAM processes	Ongoing	Admin, Attendance Clerks, Attendance & Due Process Officer			
Continue to implement CARE program at LHS for 2013-14	Ongoing	Admin, PCOE, DO			
Continue to implement Positive Behavioral Interventions and Supports	Ongoing	Admin, DO, PCOE, teachers	Supplies & Materials	0001-0999: Unrestricted: Locally Defined	Other 2,500

4.8.71

4.872

Centralized Services for Planned Improvements in Student Performance

The following actions and related expenditures support this site program goal and will be performed as a centralized service. Note: the total amount for each categorical program in this section must be aligned with the Consolidated Application.

Centralized Service Goal #1

SUBJECT: Centralized Services for Planned Improvements in Student Performance in English Language Arts	
SCHOOL GOAL #1:	
100% of EL students will increase their tested CELDT levels by one level by 10/14	

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)		
			Description	Type	Funding Source
Coordinate EL programs with District Program Specialist for Interventions	August 2013 - June 2014	Principal	Bi-monthly monitoring of EL students through CPM assessment	1000-1999: Certified Personnel Salaries	Economic Impact Aid 9,525

4,873

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
0001-0999: Unrestricted: Locally Defined	Other	2,500.00
1000-1999: Certificated Personnel Salaries	Economic Impact Aid	182,000.00
1000-1999: Certificated Personnel Salaries	Local Categorical	34,000.00
2000-2999: Classified Personnel Salaries	Economic Impact Aid	10,500.00
4000-4999: Books And Supplies	Economic Impact Aid	18,500.00
5000-5999: Services And Other Operating	Economic Impact Aid	20,000.00

4,874

Summary of Expenditures in this Plan

Total Expenditures by Funding Source

Funding Source	Total Expenditures
Economic Impact Aid	231,000.00
Local Categorical	34,000.00
Other	2,500.00

Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
0001-0999: Unrestricted: Locally Defined	2,500.00
1000-1999: Certificated Personnel Salaries	216,000.00
2000-2999: Classified Personnel Salaries	10,500.00
4000-4999: Books And Supplies	18,500.00
5000-5999: Services And Other Operating Expenditures	20,000.00

4,876

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	238,500.00
Goal 2	19,000.00
Goal 3	7,500.00
Goal 4	2,500.00

4-8.77

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Barbara Green	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jay Berns	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lisa Noma	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marcus Harris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lori Harris	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheri Dornbush	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tammy Bordisso	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Toby Faingold	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Robin Peach	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Michelle Adams	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marilou Edwards	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Numbers of members of each category:	1	1	3	5	1

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s) to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan (Check those that apply):

☐ State Compensatory Education Advisory Committee

Signature

☒ English Learner Advisory Committee

Signature

☐ Special Education Advisory Committee

Signature

☐ Gifted and Talented Education Program Advisory Committee

Signature

☐ District/School Liaison Team for schools in Program Improvement

Signature

☐ Compensatory Education Advisory Committee

Signature

☐ Departmental Advisory Committee (secondary)

Signature

☒ Other committees established by the school or district (list):
Community Advisory Committee for Special Education Programs

Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on 10/19/12.

Attested:

Dr. Jay N. Berns

Typed Name of School Principal

Signature of School Principal

Date

Typed Name of SSC Chairperson

Signature of SSC Chairperson

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:

Re-approving State Preschool Contract
Which Includes Resolution 13/14.14

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Mary Boyle
Deputy Superintendent Educational Services

ENCLOSURES:

Resolution and Handouts

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

State Preschool Grant Funding

MEETING DATE:

December 3, 2013

ROLL CALL REQUIRED:

Yes

BACKGROUND:

WPUSD is in its third year of operating our State Preschool Programs. State Preschool Programs are located at The Little School House at First and L Streets, and at Carlin C. Coppin Elementary School. The State Preschool Programs are fully funded through California State Preschool Program grant funds.

At the August 6, 2013 Board Meeting, the State Preschool Contract was approved. However, a resolution is necessary to complete the approval process. Enclosed is the contract for State Preschool Services for the 2013 – 2014 school year as well as the required Resolution indicating the persons who are authorized to sign on behalf of the school district: Scott Leaman, Superintendent; Mary Boyle, Deputy Superintendent; and Audrey Kilpatrick, Assistant Superintendant.

RECOMMENDATION:

Approve State Preschool Contract (Local Agreement for Child Development Services) including Resolution 13/14.14.

RESOLUTION

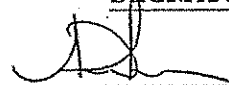
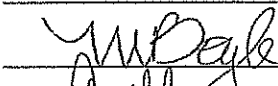

13/14.14

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2013-14.

RESOLUTION

BE IT RESOLVED that the Governing Board of Western Placer Unified School
District

authorizes entering into local agreement number/s Contract # CSPP-3341 and
that the person/s who is/are listed below, is/are authorized to sign the transaction for the
Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Scott Leaman</u>	<u>Superintendent</u>	
<u>Mary Boyle</u>	<u>Deputy Superintendent</u>	
<u>Audrey Kilpatrick</u>	<u>Assistant Superintendent</u>	

PASSED AND ADOPTED THIS 3 day of December 2013-14, by the
Governing Board of Western Placer Unified School District
of Placer County, California.

I, Damian Armitage, Clerk of the Governing Board of

Western Placer Unified School Dist; 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 December 3, 2013 meeting thereof held at a regular
public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

4.9.1

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 13 - 14**Amendment 01**

DATE: July 01, 2013

CONTRACT NUMBER: CSPP-3341

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 31-6695-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
Increase (AB110)

CONTRACTOR'S NAME: WESTERN PLACER UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2013 designated as number CSPP-3341, shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$206,335.00 and inserting \$208,258.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$32.84. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 6,283.0 and inserting 6,342.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 177. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Margie Burke, Manager		Mary Boyle, Deputy Supt			
TITLE		ADDRESS			
Contracts, Purchasing & Conference Services		WPUSD, 6006 th St., Suite 400, Lincoln, CA 95648			
AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE		Department of General Services use only	
\$ 1,923	Child Development Programs	General			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	(OPTIONAL USE) 0658				
\$ 206,335	23038-6695				
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.010.	CHAPTER	STATUTE		
\$ 208,258	6110-196-0001	20	2013	2013-2014	
OBJECT OF EXPENDITURE (CODE AND TITLE)					
702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.		B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER		DATE			

4.9.2

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of WPUSD Representative to the
Community Advisory Committee

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Mary Boyle
Deputy Superintendent Educational Services
Tammy Forrest
Director of Special Education

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

None

MEETING DATE:

December 3, 2013

ROLL CALL REQUIRED:

No

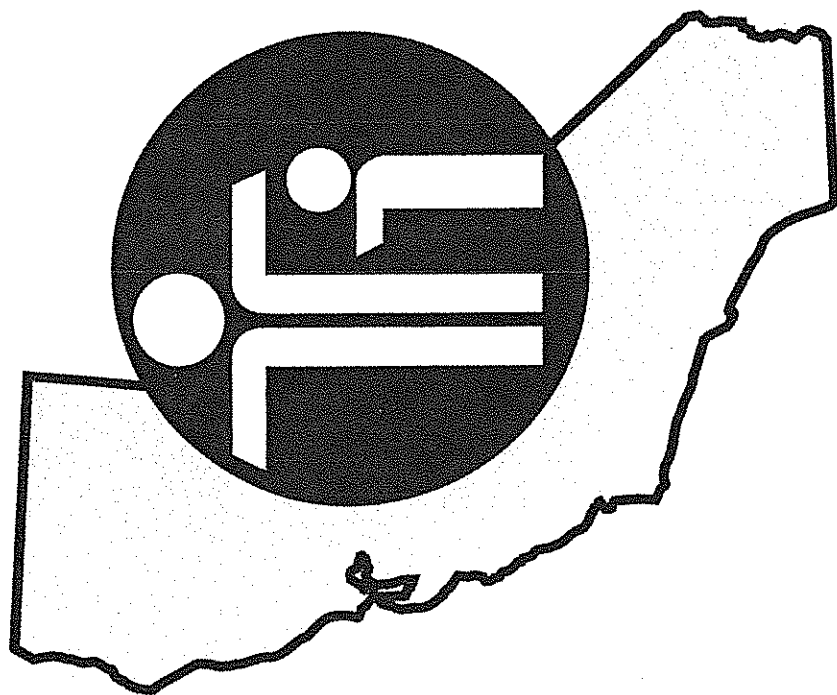
BACKGROUND:

Western Placer Unified School District belongs to the Placer County Special Education Local Plan Area or SELPA. The Placer County SELPA assists member school districts with implementation of special education programs and is approved by the California Department of Education to provide a comprehensive range of special education programs and services for students. Each SELPA has a Local Plan which is adopted by each member district's Board of Trustees. A Community Advisory Committee (CAC) is composed of persons appointed to advise the SELPA on various aspects of the local plan. Each SELPA member district has a CAC representative that must be approved by the local governing board.

RECOMMENDATION:

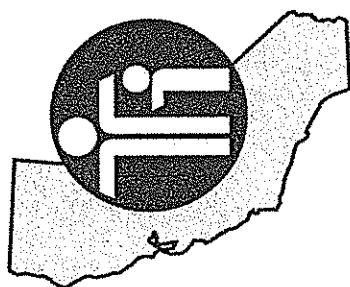
Approve the recommendation of Paul Sheiring as WPUSD representative to the Placer County SELPA CAC.

4.10



California's Special Education Local Plan Areas (SELPA's)

4.10.1



California's Special Education Local Plan Areas (SELPA)

Table of Contents

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4.10.2

Introduction

The Special Education Local Plan Area (SELPA) Administrators of California is an association of professional educators organized to present, review, and evaluate major special education issues. This document was prepared in response to questions regarding the unique organizational and program structure for special education in California. It is intended to identify the what, why and how of special education services in California. The information contained herein can be used with legislators, parents, agencies, and other educators as it provides broad descriptions of SELPAs. For more detail, contact your local SELPA listed in the final section.

Significant changes have occurred in services and programs provided for children with disabilities in the public schools of California. These changes have stemmed from new laws and regulations at both the state and national levels. New interpretations of existing laws by the courts have further modified and expanded the services required for students with disabilities. SELPAs work as an extension of the California Department of Education Special Education Division (CDE/SED) to ensure that the rights of students with disabilities are maintained at the local education agency (LEA) and school site levels. The spirit of fairness and equity that characterizes the public school system in America has also helped to enhance the inclusion of students with disabilities into our daily operations.

Legal Background

In the early 1970's, a simultaneous movement across the country resulted in the passage of important federal and state laws. Historically, children with disabilities were identified only if their educational needs were obvious.

Thousands of students with disabilities were excluded from attending public schools. Those who were allowed to attend were typically placed in programs designed to serve children with similar disabilities in special education schools or locales. Such categorical programs were usually effective in providing specialized services for the populations they served; but in many cases, expectations for learning were inappropriate in relation to the students' actual potential.

The Rehabilitation Act of 1973, amended in 1992, includes Section 504, which affirms the right of any student or adult who has a mental or physical impairment which inhibits a major life activity including learning; has a history of such an impairment; or is considered by a team of knowledgeable individuals to have such an impairment, from being discriminated against in any program or activity receiving federal financial assistance. This Act also requires that students be given a free appropriate public education in general education classes, with necessary supplementary aids and services, if they are determined by a school team to be disabled under Section 504 or the Americans with Disabilities Act (A.D.A.). Such eligibility may exist without concurrent eligibility for special education under the Individuals with Disabilities Education Act (I.D.E.A.).

The Rehabilitation Act was followed in 1975 by the passage of PL 94-142, the Education of Handicapped Act, which was changed in 1990 to the Individuals with Disabilities Education Act (I.D.E.A.). This legislation provides that all students who are eligible for special education must be provided with a free appropriate public education (FAPE) in the least restrictive environment (LRE). I.D.E.A. was reauthorized in 1997 and again 2004.

The California Legislature implements the provisions of I.D.E.A. through the "*California Master Plan for Special Education*". This plan provides the legal foundation for a comprehensive state-wide model for the provision of special education. It requires districts to have sufficient size and scope to meet the needs of all students with disabilities from birth to 22 either individually or as a special education service region. These regions are known as Special Education Local Plan Areas (SELPA's), the backbone to California's special education organizational model.

Some of the major areas covered by state and federal laws are the following:

Child Find - Each public school system is responsible to find and serve all eligible children with disabilities in its area.

Free Appropriate Public Education - Each public school system is responsible for ensuring that each child with disabilities is served appropriately, at no cost to the parent.

Least Restrictive Environment - Each child is assured of his/her right of education with nondisabled peers to the maximum extent appropriate.

Due Process - The right of parent participation, and challenge, in all aspects of assessment, identification and placement is assured; this involves mediation, administrative hearing procedures or complaint procedures in case of disputes.

Individualized Educational Program - The right of a child to an educational program designed to meet

his/her individual needs and based on adequate assessment is assured. At age 16, or younger if appropriate, the IEP includes transition requirements in the areas of education, training, employment, and independent living.

These concepts have been reinforced and interpreted by a number of court cases since the passage of the law. These laws and regulations promote changes and procedures leading to such things as the following:

* Coordination of Resources Among School Districts by Regions	*	Full Service to All Students with Disabilities
* Less Restrictive Placements	*	Guaranteed Equality of Access
* Increased Parent Participation	*	Individualized Educational Programs
* Social Acceptance of Children with Disabilities	*	Improved Self-Esteem for Children with Disabilities
* Annual Reviews of Progress	*	Career Training
* Local Governance Systems	*	Due Process Rights
* Compliance and Quality Assurance	*	Program Reviews/Evaluation
* Staff Development Programs	*	Community Involvement and Support

Gradually, the community and public agencies have become aware that children with disabilities can be educated with their non-disabled peers, guaranteeing equal opportunities for all children, including children with

4.10.4

disabilities. Today, parents, students and staff work together to make certain that the appropriate services are provided on an individualized basis for every child with a disability. The services are provided through the Special Education Local Plan Areas – SELPAs. A Local Plan is developed and maintained in each community by the people who live there as the basis of these improvements and the foundation of all services.

What is a SELPA?

In 1977, all school districts and county school offices in California were required to form geographical regions of sufficient size and scope to provide for all special education service needs of children residing within the region's boundaries. Each region became known as a Special Education Local Plan Area – SELPA.

Today, there are over 120 SELPAs in the State. The SELPA governance structures vary in form, including models for Multi-District SELPAs, Multi-District/County Office SELPAs, Single District SELPAs, Multi-District/Multi-County SELPAs, County SELPAs with Joint Powers Agreements, and Charter only SELPAs. Size and scope also varies across the state. Each SELPA has a Local Plan describing how it provides special education services. Specific components to be included in the Local Plan are delineated in the Education Code.

The SELPA and member local education agencies (LEAs) foster coordination between general and special education for prevention and early intervention of suspected disabilities. The SELPA also ensures appropriate education services for individuals with disabilities by working cooperatively with other public and private agencies to support a full complement of special education services for students. Each SELPA must have an

4.10.5

Administrative Unit (also known as the Responsible Local Agency), which serves as the legal entity that receives funds. In some instances, the Administrative Unit is a school district and in other instances it is the county office.

Costs for SELPA operations and the Administrative Unit are provided by funding from the state, which may be augmented by local, federal and state funds. Each region determines the funds available for regionalized services and the responsibilities of the SELPA office. The SELPA policy-making body is designated in the Local Plan to make policy decisions, approve the SELPA budget and Allocation Plan, and direct SELPA operations.

Responsibilities of the SELPA include such things as:

* Ensuring Program Availability for all Children with Disabilities	* Curriculum Development and Support
* Governance Committees, including Community Advisory Committee (CAC)	* Management Information System (CASEMIS) Reporting to the State
* Assistance with understanding compliance requirements	* Regionalized Services and Program Specialists
* Transition Planning	* Interagency Coordination
* Program Coordination	* Program Evaluation
* Fiscal Management	* Budget Planning and Review
* Staff Development	* Community Awareness

The Goals of the SELPAs

Even though there are many organizational structures for a SELPA, all SELPAs have the same basic goal: to deliver high quality special education programs and services to students with disabilities in the most effective manner practicable. SELPAs believe that all students can learn and that students with special needs must be guaranteed equal opportunity to become contributing members of society. SELPAs facilitate high quality educational programs and services for students with special needs and training for parents and educators. SELPAs collaborate with county agencies and LEAs to develop and maintain healthy and enriching environments in which students with special needs can succeed.

Strategies employed to achieve these and the following goals include:

- Responding to specific areas of local, state and public concerns;
- Emphasizing the need for effective special education services to improve educational and life outcomes for students with disabilities;
- Organizing SELPA Administrators for support of common education goals; and
- Defining SELPA governance and organization with flexibility at the local level.

For Special Education Students

- Assuring that appropriate programs and services are provided to meet the needs of each child with disabilities throughout the state.
- Assuring that a full continuum of programs is available to each individual with disabilities served by each SELPA.

- Maintaining programs and services within the SELPA which will allow each individual with disabilities to achieve at a level commensurate with his or her ability.
- Assuring that each individual with disabilities is integrated within and has access to the district core curriculum and extracurricular activities as appropriate.
- Assuring the availability of due process rights for students and their parents served in each SELPA.

For Special Education Services

- Eliminating duplication of services within and between SELPAs.
- Improving the quality of programs through the use of on-going evaluations.
- Encouraging involvement by parents of each child with a disability in the IEP process.

For Staff

- Increasing awareness of parents of individuals with disabilities through a comprehensive program of parent education.
- Assuring that all certificated and classified staff members achieve professional growth through a comprehensive regional program of staff development.
- Maintaining opportunities for sharing technical resources and information among SELPAs.

SELPA-wide

- Fostering public support for special education through the maintenance of a strong position of child advocacy.

- Assuring that an effective management information system is available to monitor student data.
- Implementing cost-effective procedures and management systems to maximize the quantity and quality of services and programs for the benefit of students with disabilities.
- Maintaining lines of communication with parents, staff and Community Advisory Committee members.
- Maintaining line of communication with all publicly supported agencies providing services to students with disabilities.
- Maintaining lines of communication with the community regarding special education programs and services.
- Maintaining quality regionalized services to support participating districts.

Special Education Programs

Under comprehensive special education programming, several beneficial goals have been achieved. It is the SELPA's responsibility to assure program availability for all students with disabilities in the school-age population regardless of the disability. It is incumbent upon the SELPA to see that a continuum of programs and services are available to meet the unique needs of each student with a disability, to assist in intra-SELPA and inter-SELPA placements, and to provide technical assistance and administrative support for the requirements of Federal and State laws.

The SELPA Administrator is responsible for assuring that:

- All individuals with disabilities receive a free appropriate public education in the least restrictive environment.

- All general education resources are considered and, where appropriate, utilized on a local or regional basis to meet the needs of students with disabilities.
- A system exists at the regional level for identification, assessment, and placement of students with disabilities and the implementation of programs to support them.
- A viable system for public education is functioning in the community, with broad participation and interaction involving parents and other agencies serving children and young adults.
- An annual compliance monitoring system is implemented, that continues to assure noncompliant items that have been identified have and continue to be rectified.

Program Specialists have a critical role in both SELPA and LEA special education operations. Their responsibilities include

- Observing, consulting with and assisting special education staff;
- Planning programs, coordinating curricular resources, and evaluating effectiveness of programs for students with disabilities;
- Providing or participating in staff development, program development, and innovation of special methods and approaches; and
- Facilitating meetings to assure pupils have full educational opportunities.

The SELPA responsibility is met through a network of cooperative agreements among LEAs and agencies. The SELPA Office coordinates this network and provides a focal point for the student and/or family seeking information and services. This function is one of the most complex, but truly beneficial, processes of the entire special education

4.10.7

delivery system. The complexity of the rules and responsibilities imbedded within and surrounding special education has created the need for skilled and knowledgeable administrators who must understand the laws and apply them fairly.

Fiscal Aspects

Funding for special education has historically been less than the identified needs. The fiscal support for special education programs and services are provided through a combination of local, state and federal revenue sources. Federal revenues have remained at less than half the federal commitment for many years. State entitlement funding has had significant deficits, leaving district general funds to make up the difference. The state's method of allocating funds for special education shifted from a classroom-based model to a type of categorical per capita funding, using the total average daily attendance (ADA) of a SELPA as the basis for allocations. Several fiscal and administrative benefits have been enhanced by the change from LEA funding to SELPA-wide funding:

Improvements in Funding Equity: Comparing the SELPA-wide calculated average funding level per pupil (ADA) with the statewide average, movement toward regional equity is being achieved.

Flexible Funding Allocations Within SELPA: Allocation of funds to the SELPA's governance structure allows local decision making regarding support for specific types of district and regional programs, the provision of greater equity according to local needs such as low incidence services, areas of scarcity within a SELPA, and/or reducing district reliance on nonpublic schools and agencies.

Increased Accountability to Parents and Public: The funding structure for special education calls for annual presentation and approval of both a Budget Plan for each and every SELPA, as well as the Service Plan for the SELPA, assuring parents, boards, and the public that all students with disabilities are being appropriately served.

Coordinated Staff Development Programs: Through the use of SELPA Program Specialists and other regional staff, a broader base of specialized training and instructional support programs can be provided to keep teachers and other staff aware of improvements and instructional strategies and increase collaboration with general education programs.

Terms and Acronyms

A.D.A. – Americans with Disabilities Act

ADA – Average Daily Attendance is a per pupil accounting of student attendance. The state of California pays districts based on total ADA for all students.

CAC – Community Advisory Committee is composed of persons appointed to advise the SELPA on various aspects of the Local Plan.

CASEMIS – California Special Education Information Management System is utilized to collect and report data about students with disabilities to the California Department of Education Special Education Division.

FAPE – Free and Appropriate Public Education - legal right under IDEA for each eligible child with a disability to be provided with the special education and related services as described in an IEP and under public supervision at no cost to the parent/guardian.

4.10.8

IDEA 04 – Individuals with Disabilities Education Act Reauthorization of 2004 - This federal law identifies the elements of special education and the requirements/mandates of the public education system to improve outcomes for students with disabilities.

IEP – Individualized Education Program – developed for each special education pupil, identifying the child's eligibility for special education, present levels of performance, the educational goals (and objectives if appropriate), special factors to consider, and services to be provided.

LEA – Local Education Agency – any local school district, County Office of Education or independent charter school which has responsibility to provide special education services to eligible students.

LRE – Least Restrictive Environment – an appropriate educational placement which permits a pupil to participate as fully as possible with nondisabled peers while still addressing the services identified in the IEP.

SELPA - Special Education Local Plan Area – one or more districts forming geographic regions of sufficient size and scope approved by the California Department of Education to provide a comprehensive range of special education programs and services for students.

For more information and each SELPA's contact information, please go to
<http://www.cde.ca.gov/sp/se/as/caselpas.asp>

4.10.9

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.

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:

Public Hearing Regarding the Change of
Middle School Attendance for Carlin C. Coppin
Elementary Attendance Area

AGENDA ITEM AREA:

Public Hearing

REQUESTED BY:

Scott Leaman, Superintendent
Audrey Kilpatrick, Asst Supt of Business Services
Heather Steer, Facilities Coordinator

ENCLOSURES:

No

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

None

MEETING DATE:

December 3, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

Due to enrollment growth projection, and vast reduction in student capacity at Twelve Bridges Middle School (TBMS), staff has worked over the past year to formulate a plan to implement the change of middle school attendance for the Carlin C. Coppin Elementary (CCC) attendance area. Currently students of this elementary school are included in the TBMS attendance boundary. The proposed change would bring CCC back into the Glen Edwards Middle School (GEMS) attendance boundary, as it originally was.

Staff is proposing the following policies to implement this boundary change:

- Current 5th graders at CCC will attend GEMS beginning next school year (2014/15)
- Students currently attending TBMS but reside in CCC attendance area; will be allowed to continue attending TBMS through their 8th grade year.
- Bussing for the students already attending TBMS will continue until 2015/16, or until running the route is no longer feasible.

- Current 5th grade students at CCC, which have a sibling that will still be in attendance at TBMS in the 2014/15 school year, may apply for a pre-approved intra-district request to TBMS the next three years, through their 8th grade attendance year.
 - Bussing even for these students will discontinue in the 2015/16 school year or sooner if the route is no longer feasible.

In working through this process, District Staff has met with parents and interested parties at CCC on; May 16th, August 29th and October 29th. In addition, there have been several Board of Trustee updates, including one with all proposed implementation policies on November 19, 2013.

RECOMMENDATION:

Staff requests that the Board of Trustees open a Public Hearing on the subject of the Carlin C. Coppin Middle School Attendance Boundary Change.

INFORMATION

DISCUSSION

ACTION

ITEMS

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

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

DISTRICT GLOBAL GOALS

1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students
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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:

Carlin C. Coppin Middle School Attendance
Boundary Change

AGENDA ITEM AREA:

Action

REQUESTED BY:

Scott Leaman, Superintendent
Audrey Kilpatrick, Asst Supt Business Services
Heather Steer, Facilities

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

None

MEETING DATE:

December 3, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

Due to enrollment growth projections, and vast reduction in student capacity at Twelve Bridges Middle School, staff has worked over the past year to formulate a plan to implement the change of middle school attendance for the Carlin C. Coppin Elementary attendance area.

Currently students that attend Carlin C. Coppin are included in the Twelve Bridges Middle School attendance boundary. The proposed change would bring that elementary school back into the Glen Edwards Middle School attendance boundary.

In working through this process, District Staff has met with parents and interested parties at Carlin C. Coppin Elementary School on; May 16th, August 29th, and October 29th of this year. At the 11/19/13 Board of Trustees meeting a presentation with suggested policies to implement this change was also reviewed.

It is during this meeting that we will be asking for Board consideration of the enclosed proposed boundary change implementation policies.

RECOMMENDATION:

Staff recommends the Board of Trustees approve the proposed policies for the Carlin C. Coppin Middle School Attendance Boundary Change.

8.1

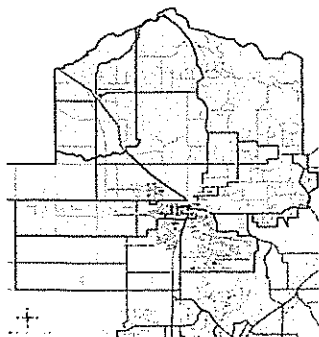
WPUSD Middle School Boundary Adjustment Carlin C. Coppin to Glen Edwards Middle – Recommended Policy

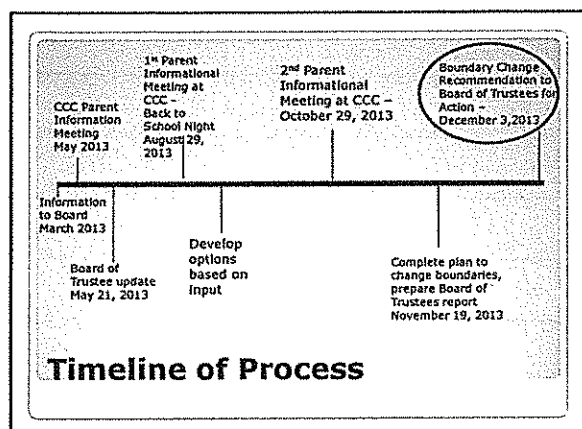
December 3, 2013

- Student enrollment growing in both Twelve Bridges Elementary and Carlin C. Coppin Elementary (CCC).
- Twelve Bridges Middle (TBMS) is at capacity and the school is facing over population within a year.
- Need to balance enrollment at both Glen Edwards Middle School (GEMS) and Twelve Bridges Middle School.

Purpose of Change in Boundary

NEW MIDDLE SCHOOL BOUNDARIES
Carlin C. Coppin to Glen Edwards Middle





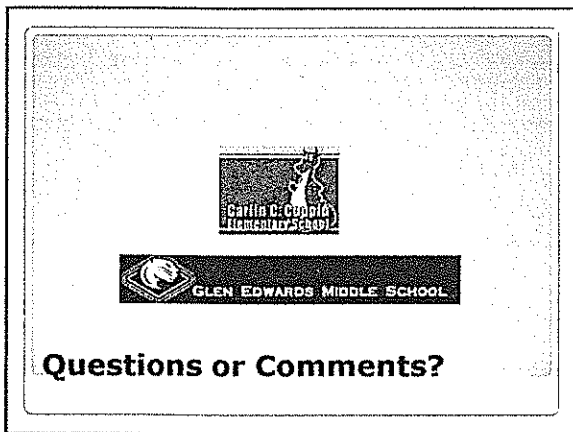
- Current 2013/14 5th graders at CCC will attend GEMS in the 2014/15 school year. *
- Students who are currently attending TBMS can continue to attend there until completing 8th Grade.
 - Bussing for these students will continue to be provided through their 8th grade year (2015/16), or until no longer feasible to operate.

*All current intra-district transfer options and procedures will stay in place for those families that wish to apply for one.

Proposed Policies

- Current 2013/14 5th graders at CCC who have siblings that will be attending TBMS after the 2013/14 school year, may complete the intra-district paperwork to attend TBMS on a preapproval basis annually through that student's 8th grade year (2016/17).
 - Bussing for these students will be available at the usual fees on the current route **only** until the completion of the 2015/16 school year, or until no longer feasible to operate.

Proposed Policies - Siblings



**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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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 Proposal for Asphalt at
Carlin C. Coppin Elementary School
Front Entry Walkway from BRCO
Constructors, Inc.

AGENDA ITEM AREA:

Action

REQUESTED BY:

Heather Steer, Facilities Coordinator
Audrey Kilpatrick, Asst. Supt. Business Services

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Deferred Maintenance Funding

MEETING DATE:

December 3, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

In the past six months, it has come repeatedly to Staff's attention that the asphalt in the entry walk area at Carlin C. Coppin is eroding to a point of becoming unsafe. There are an abundance of cracks and chunks of disintegrated asphalt that many are concerned could be a hazard.

Upon having this area reviewed for a possible re-seal, it was found that too much of the area has no remaining asphalt on it at all, which leaves nothing for the seal to stick to. It was determined that the only fix was to demo what is remaining, and have new paving put in.

Staff was able to solicit two quotes for this work, and the attached is the lower by almost two thousand dollars. Additional seal coating for the asphalt due to installation in cooler weather is generally recommended, and Staff is recommending this additional step on this contract as well. The cost for all work will total \$16,246.00, and will come from the Deferred Maintenance funding.

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the proposal from BRCO Constructors, Inc. for re-paving of the Carlin C. Coppin entry walkway.

8.2



Date: 11/19/13

Western Placer USD

Attn: Heather Steer

Project: Carlin C Coppin ES / Repave of walkway to administration office

PROPOSAL INCLUDING LABOR, EQUIPMENT, & MATERIALS

1. Mobilization
2. Demo (E) asphalt and offhaul
3. Minor grading/ touch up sub grade from demo operation
4. New header board at lawn edge only (approximately 150 LF)
5. New asphalt paving (2" figured in proposal)

Clarification of inclusions:

- Work area to be swept clean at completion
- Access to the site for 3-4 days
- **Area of work is very flat and ponding/bird baths cannot be guaranteed**

Proposal Total \$14,996.00

Seal Coat Add \$1,250.00

EXCLUDED ITEMS:

- Fee's, permits, inspections, or engineering
- Soil testing or geotechnical reports
- Independent lab testing
- Striping/ Seal coat

Thank you for the opportunity.


Tod Burres

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Adoption of Resolution No. 13/14.13
For Acceptance of Grant Deed from
City of Lincoln for Property

AGENDA ITEM AREA:

Action

REQUESTED BY:

Heather Steer, Facilities Coordinator
Audrey Kilpatrick, Asst. Supt. Business Services

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

None

MEETING DATE:

December 3, 2013

ROLL CALL REQUIRED:

Yes

BACKGROUND:

The City of Lincoln has begun the process of preparing the old waste water treatment plant for sell to future home builders/developers. During this exercise, it came to light that neither the City of Lincoln, nor the Western Placer Unified School District, could find the original deed to the property located at the corner of Nicholas and Waverly Lane that WPUSD utilizes as the Maintenance and Transportation Yard. This property is noted as being a portion of APN 021-262-007-000.

The City of Lincoln has processed the first stage of the Grant Deed procedure, so that there will be official records of the transfer of ownership of this property. Currently, the District needs to provide a resolution accepting the property and a notarized statement of acceptance. Once these two items are provided then the Grant Deed can be filed with County of Placer.

As we have owned and occupied that property for quite a few years, Staff can see no issues with processing the Grant Deed as it stands, nor any repercussions for having an official deed on file at Placer County.

RECOMMENDATION:

Staff recommends the Board of Trustees adopt Resolution No. 13/14.13 to accept the Grant Deed from the City of Lincoln for the property described as a portion of APN 021-262-007-000.

8.3

Resolution No. 13/14.13

A RESOLUTION OF THE GOVERNING BOARD OF THE
WESTERN PLACER UNIFIED SCHOOL DISTRICT
ACCEPTING THE GRANT DEED FROM CITY OF LINCOLN
FOR PROPERTY.

WHEREAS, the property described as Portion of APN 021-262-007-000, and in Exhibit A1 and B1 in the Grant Deed, was received by the Western Placer Unified School District (District) from the City of Lincoln (City), and subsequently became the Maintenance and Transportation yard for the District.

WHEREAS, the original deed documents are unable to be located by both the District and the City, there was a desire to formalize the deed documents with the County of Placer. The County of Placer requires that both entities approve and sign the Grant Deed, by both a Granting Document and an Acceptance Document.

NOW THEREFORE, BE IT RESOLVED that the Western Placer Unified School District Board of Trustees; accepts the property as described in the Grant Deed known as the Maintenance and Transportation Yard, the Board appoints Scott Leaman to sign the Acceptance Document for the property described above, and the Board requests that the Grant Deed be formally recorded with the County of Placer per Government Code.

The following Resolution was PASSED and ADOPTED by the Governing Board of the Western Placer Unified District School, at a regular meeting held on December 3, 2013 by the following vote on roll call:

AYES:

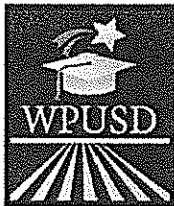
NOES:

ABSENT:

President, Governing Board
Western Placer Unified School District

Attest: _____
Secretary, Governing Board
Western Placer Unified School District

8.3.1



**WESTERN PLACER
UNIFIED SCHOOL DISTRICT**

600 SIXTH ST, SUITE 400, LINCOLN CA 95648
PH: 916-645-6350

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

Superintendent: Scott Leaman

Western Placer Unified School District

GRANT DEED ACCEPTANCE

Ref: Portion of APN 021-262-007-00

FOR VALUABLE CONSIDERATION, the Western Placer Unified School District, (Grantee), hereby accepts from the City of Lincoln, all that real property situation in the City of Lincoln, County of Placer, State of California, bounded and described as follows:

See description on Exhibits A1 (Legal Description) and B1 (Plat Map) attached hereto and made a part hereof by reference.

Dated this _____ Day of December, 2013
GRANTEE

Western Placer Unified School District

Scott Leaman, Superintendent
Western Placer Unified School District

See following page for Acknowledgement



8.3.2

MEMORANDUM

TO: Steve Ambrose

FROM: Lindy Childers, Senior Engineer

DATE: 11/14/13

RE: Grant Deed to WPUSD, from the former WWTP

Yesterday I provided you the original Grant Deed to WPUSD, from the former WWTP.

The school district will need to accept the Grant Deed and return it to the City for our staff to take it to Placer County Recorder's Office.

The following steps need to be completed by the school district:

1. Provide an acceptance statement for the Grant Deed (provided as sheet 2 of the original Grant Deed).
2. Take the original Grant Deed with the acceptance statement to the School Board for approval.
3. Obtain a certified copy of the resolution accepting the Grant Deed.
4. Sign the acceptance statement.
5. Notarize the acceptance signature.
6. Return to the City the original Grant Deed including the signed acceptance, notarization, and the certified copy of the School Board resolution approving the acceptance of the Grant Deed.

The City will record the original Grant Deed when the above is completed.

City Hall
600 Sixth Street
Lincoln, CA 95648
(916) 434-2400
www.ci.lincoln.ca.us

Administrative Services - City Manager's Office - Development Services
Fire - Library - Recreation - Police - Public Services

8.3.3

Project Name: Former Lincoln
Wastewater Treatment Site Sale

Recording requested by and Return to:

City of Lincoln

600 Sixth Street

Lincoln, CA 95648

Phone: 916.434.2490

Attention: Patricia Avila, City Clerk

Exempt from Recording Fees – Govt Code 27383

City of Lincoln

GRANT DEED

Ref: Portion of APN 021-262-007-000

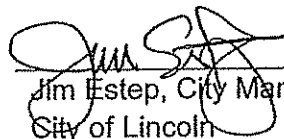
FOR VALUABLE CONSIDERATION, the City of Lincoln, a Municipal Corporation, Grantor, hereby grants to Western Placer Unified School District, all that real property situated in the City of Lincoln, County of Placer, State of California, bounded and described as follows:

See description on Exhibits A1 (Legal Description) and B1 (Plat Map) attached hereto and made a part hereof by reference

Dated this 13th Day of November, 2013,

GRANTOR

City of Lincoln


Jim Estep, City Manager
City of Lincoln

See following page for Acknowledgement

ACKNOWLEDGEMENT

<p>State of California } County of Placer } On _____ before me, _____ 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.</p> <p>I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p>WITNESS my hand and official seal.</p> <p>_____ (Seal)</p> <p>_____ Signature</p>	<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S) SIGNING FOR ONESELF/THEMSELVES</p> <p><input type="checkbox"/> CORPORATE OFFICER(S)</p> <p>_____ TITLE(S)</p> <p>_____ COMPANY</p> <p><input type="checkbox"/> PARTNER(S)</p> <p>_____ PARTNERSHIP</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p>_____ PRINCIPAL(S)</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p>_____ TRUST</p> <p><input type="checkbox"/> OTHER</p> <p>_____ TITLE(S)</p> <p>_____ ENTITY(IES) REPRESENTATIVE</p>
--	--

*see
attached*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer

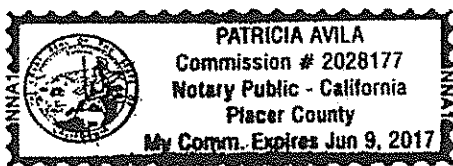
On 11-13-13 before me, Patricia Avila, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Jim Estep

Name(s) of Signer(s)



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.

Signature Patricia Avila

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant Deed - WPUUSD - APN 021-262-007-000

Document Date: 11.12.13 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

8.3.6

October 15, 2013

EXHIBIT 'A1'

All that portion of the tract of land as described as Parcel 1 Tract II in the Grant Deed to the City of Lincoln, a Municipal Corporation, in Volume 1703, at Page 102, Official Records of Placer County, located in the Section 17, Township 12 North, Range 6 East, M.D.M., City of Lincoln, Placer County, California, being more particularly described as follows:

Beginning at a point on the southerly line of the 25 foot road and utility easement as described in Book 1637, at Page 200, Official Records of Placer County and from said point the northeasterly corner of the above described Parcel 1 Tract II bears the following two (2) consecutive courses and distances:

1. North 89° 53' 03" East along said southerly line for a distance of 312.64 feet to a point on the easterly line of said Parcel 1 Tract II and
2. North 00° 31' 17" West along said easterly line for a distance of 25.00 feet to said northeasterly corner;

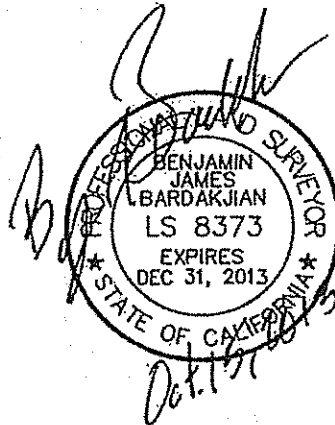
thence from the **Point of Beginning**, leaving said southerly line for the following twenty two (22) consecutive courses and distances:

1. South 60° 06' 16" West for a distance of 6.41 feet,
2. South 28° 32' 39" West for a distance of 5.85 feet,
3. South 04° 19' 52" West for a distance of 16.73 feet,
4. South 63° 02' 43" East for a distance of 1.64 feet,
5. along the arc of a curve to the left, having a radius of 25.34 feet, a central angle of 90° 01' 24", a length of 39.82 feet, and a chord bearing South 44° 15' 02" East for a distance of 35.85 feet,
6. North 89° 53' 53" East for a distance of 256.95 feet,
7. South 00° 06' 57" East for a distance of 179.64 feet,
8. South 89° 51' 01" West for a distance of 44.81 feet,
9. along the arc of a non-tangent curve to the left, having a radius of 9.97 feet, a central angle of 90° 54' 06", a length of 15.81 feet, and a chord bearing South 44° 29' 43" West for a distance of 14.21 feet,
10. South 00° 02' 54" East for a distance of 24.95 feet,
11. South 89° 55' 35" West for a distance of 91.87 feet,
12. along the arc of a non-tangent curve to the left, having a radius of 39.73 feet, a central angle of 32° 01' 58", a length of 22.21 feet, and a chord bearing South 72° 56' 26" West for a distance of 21.92 feet,
13. along the arc of a non-tangent curve to the right, having a radius of 36.66 feet, a central angle of 32° 14' 24", a length of 20.63 feet, and a chord bearing South 72° 35' 06" West for a distance of 20.36 feet,
14. South 89° 58' 33" West for a distance of 59.75 feet,
15. South 01° 52' 29" West for a distance of 62.87 feet,
16. North 83° 34' 26" West for a distance of 76.17 feet,
17. North 68° 30' 05" West for a distance of 50.75 feet,
18. North 67° 52' 29" West for a distance of 85.29 feet,
19. North 00° 27' 31" West for a distance of 251.88 feet,

20. North $87^{\circ} 17' 24''$ East for a distance of 81.90 feet,
21. North $75^{\circ} 38' 49''$ East for a distance of 15.71 feet and
22. North $39^{\circ} 03' 19''$ East for a distance of 28.74 feet to a point on said southerly line;
thence North $89^{\circ} 53' 03''$ East along said southerly line for a distance of 63.46 feet to the **Point of Beginning**.

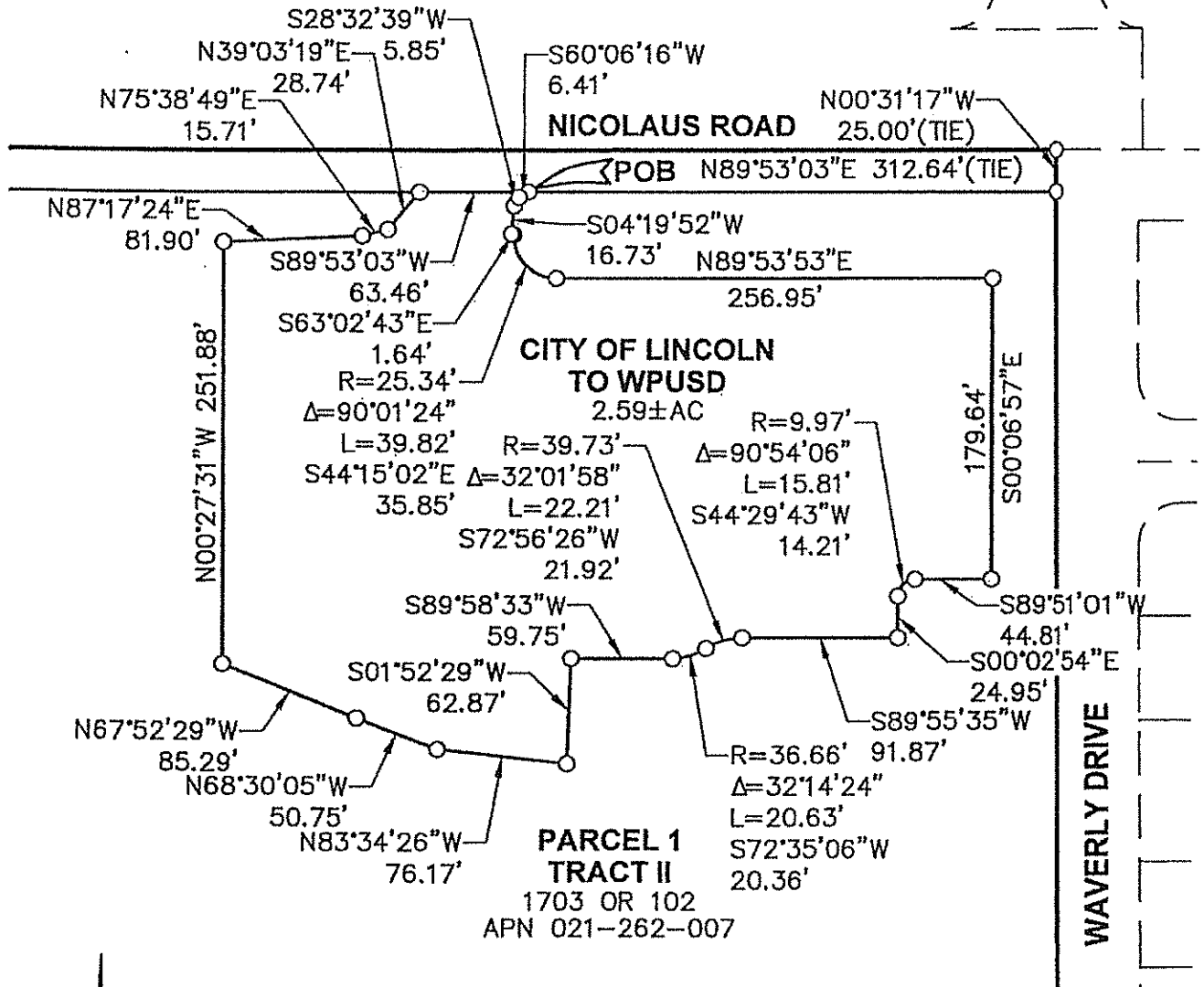
Containing an area of 2.59 acres, more or less.

The meridian of this description is NAD 83, California State Plane Coordinate System, Zone 2, Epoch 1991.35. Distances shown hereon are ground distances. Multiply distances shown by 0.99991711 to obtain grid distances.



BASIS OF BEARINGS

THE MERIDIAN OF THIS DESCRIPTION IS NAD 83, CALIFORNIA
STATE PLANE COORDINATE SYSTEM, ZONE 2, EPOCH 1991.35.
DISTANCES SHOWN HEREON ARE GROUND DISTANCES. MULTIPLY
DISTANCES SHOWN BY 0.99991711 TO OBTAIN GRID DISTANCES.



**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:

Approval of Lease-Lease Back
Contract with BRCO Constructors, Inc.
For Remodel of Glen Edwards Middle School
Administration

AGENDA ITEM AREA:

Action

REQUESTED BY:

Heather Steer, Facilities Coordinator
Audrey Kilpatrick, Asst. Supt. of Business Services

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Restricted Facilities
Fund 21

MEETING DATE:

December 3, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

As the Board is aware, staff has been making steady improvement to the Glen Edwards Middle School Campus. The next step in improving not only the look of the campus, but pride in the facility for those who work and learn within it, is to remodel some of the front office area. The goal is to restore a better flow to the office, provide the principal a more private office area, improve lighting and finishes.

Staff is seeking to engage in a Lease Leaseback contract with BRCO Constructors for the work within this area. We are aiming for a Christmas Break construction, and are confident this would be completed enough to receive students back through the office on January 6th, 2014.

The total cost for the construction part of this project is \$46,805.00. This cost breakdown is included in the LLB Contracts for your review.

RECOMMENDATION:

Staff requests the Board approve the attached Lease-Lease Back Agreements and documents and authorize the Superintendent or his designee to sign the lease agreements between BRCO Constructors, Inc. and WPUSD to remodel and improve the administrative area at GEMS.

8.4

LEASE-LEASEBACK AGREEMENT

Dated as of December 4, 2013

Between

Western Placer Unified School District

and

BRCO Constructors, Inc.

Glen Edwards Middle School Office Remodel
240 L Street, Lincoln CA 95648

8.4.1

LEASE-LEASEBACK AGREEMENT
Glen Edwards Middle School Office Remodel

THIS LEASE-LEASEBACK AGREEMENT (this "Agreement") is entered into as of April 3, 2013, by and between the Western Placer Unified School District, a school district organized and existing under the laws of the State of California (hereinafter called the "Owner"), and BRCO Constructors, Inc., a corporation and contractor licensed by the State of California, with its principal place of business in Loomis, California (hereinafter called "Contractor"). Owner and Contractor together are the "Parties" to this Agreement.

RECITALS:

WHEREAS, the Owner intends to remodel the administration and office area of the Glen Edwards Middle School (the "School Facilities"), on the campus of Glen Edwards Middle School, Lincoln, CA; and

WHEREAS, in order to optimize the work that needs to be done for construction of the School Facilities, the Owner has determined that it is necessary to begin work as soon as possible so that the Project can be performed in a timely, cost-effective, and cooperative manner to meet the Owner's compressed time schedule for the planned completion and use of the School Facilities; and

WHEREAS, the Owner intends to undertake work, the scope of which is described generally in *Exhibit A* hereof at the School Facilities (the "Project"); and

WHEREAS, California Education Code Section 17406 permits the governing board of school district, without advertising for bids, to lease to any person, firm, or corporation any real property owned by the school district if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of the lease; and

WHEREAS, in connection with the approval of this Agreement, the Owner will enter into a site lease with Contractor (the "Site Lease"), under which it will lease the Project site described and depicted in *Exhibit A* of the Site Lease (the "Site") to Contractor in order for Contractor to construct the Project as described in the Scope of Work set forth in *Exhibits A* and *B* to this Agreement (the "Scope of Work"); and

WHEREAS, Contractor will lease the Site and the Project back to the Owner pursuant to a Sublease Agreement (the "Sublease"), under which the Owner will be required to make lease payments to Contractor for the use and occupancy of the Site, including the Project; and

WHEREAS, upon completion of the Project or termination of the Agreement, the Site Lease and Sublease automatically will terminate and title to the Site and Project automatically will vest with the Owner; and

WHEREAS, the Owner and Contractor desire to enter into this Agreement to ensure that the Project will meet the Owner's expectations prior to the lease of the Site back to the Owner pursuant to the Sublease; and

WHEREAS, Contractor is experienced in the design and construction of the type of School Facilities and type of work desired by the Owner and is willing to perform said construction work for the Owner, all as more fully set forth this Agreement.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the Owner and Contractor agree as follows:

TERMS AND CONDITIONS:

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

Glen Edwards Middle School Office Remodel

all in compliance with the project scope as identified by Owner and other contract documents relating thereto.

In accordance with Section 3300 of the Public Contract Code, Contractor has a Class "A" license that Contractor shall maintain in good standing for the duration of Contractor's work on the Project.

ARTICLE II. CONTRACT DOCUMENTS. The Contractor and the Owner agree that this Agreement, all of the documents listed in Article 1.1.1 of the General Conditions attached hereto (the "General Conditions"), the Site Lease, and the Sublease, together form the "Contract Documents," which form the "Contract."

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES. Time is of the essence in this contract, and the time of completion for this Project shall be 30 days from the date established in the Owner's Notice to Proceed, for completion of the entire Project.

Failure to complete the Project within these times and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of this agreement. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages that the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the loss suffered by the public.

Accordingly, the parties agree that the following dollar figure shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the times specified: \$100.00 , for each calendar day by which completion of the Project, or portion thereof, is delayed beyond the completion dates specified above.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies

provided by law, shall have the right to withhold any and all retained percentages of payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

ARTICLE IV. GUARANTEED MAXIMUM PRICE. Contractor's Guaranteed Maximum Price ("GMP") for performance of all work required by the Contract for the Project shall be \$46,805.00, based upon the Scope of Work set forth in *Exhibits A* and *B* of this Agreement. Except as otherwise provided in the General Conditions, the Contractor shall assume the risk of all costs in excess of the GMP in the performance of such work and shall not be entitled to additional payments because of such excess costs. Should the Contractor believe that it is entitled to additional compensation, whether money or time, it must request it pursuant to the procedures in the General Conditions for change orders and claims. The GMP is also referred to in the Contract as the "Contract Sum." The Contractor's cost breakdown of the GMP is attached (see *Exhibit C*) as Contractor's schedule of values for the Project, as required by Section 9.2.1.A of the General Conditions.

Contractor shall finance the cost of construction of the Project, which costs shall not exceed the GMP, except as otherwise provided in the Contract. The Owner shall pay Contractor sublease payments pursuant to the terms and conditions of Section 6 of the Sublease (the "Sublease Payments"), which terms and conditions include the 10% retention described in Section 6 of the Sublease (the "retention"). The sum of the Sublease Payments shall not exceed the GMP established pursuant to Article IV hereof. Retention or release of the Sublease Payments shall be in accordance with the General Conditions.

ARTICLE V. CHANGES. Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERM AND TERMINATION. The term of the Contract begins on the date shown on page 1 above and automatically ends when the Contract is terminated, all in accordance with the General Conditions. All of the covenants, representations and warranties set forth in the Contract, including indemnification obligations, that are intended to bind the Parties after the completion of the Project or termination of the Contract will survive such completion or termination for the periods provided for in the Contract or otherwise allowed by law. The Owner or Contractor may terminate the Contract as provided in the General Conditions. The Site Lease and the Sublease each shall automatically end upon such completion of the Project or termination of the Contract, with the parties' respective leasehold interests thereunder automatically ended and released, and title to the Site and Project automatically and fully vested in the Owner.

ARTICLE VII. PREVAILING WAGES. Pursuant to the provisions of Section 1770 *et seq.* of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per

diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than \$50.00 for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

ARTICLE VIII. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to 8 hours during any one calendar day and 40 hours during any one calendar week, provided, that work may be performed by such employee in excess of said 8 hours per day or 40 hours per week provided that compensation for all hours worked in excess of 8 hours per day, and 40 hours per week, is paid at a rate not less than 1½ times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The Contractor and every Subcontractor shall keep the records open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit \$25.00 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day, and 40 hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than 1 hour of apprentice's work for each 5 hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training

under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. INDEMNIFICATION, INSURANCE AND BONDS. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance by the Contractor of this Agreement and reimburse the Owner for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by the Contractor of this Agreement. This indemnification shall be in addition to the other indemnification provisions contained in the Contract Documents.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive 30 days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage, and the amount of automobile liability insurance shall be \$1,000,000.00 per accident for bodily injury and property damage combined single limit.

Contractor shall provide the bonds set forth in the General Conditions, including performance and payments bonds.

ARTICLE XI. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the Parties, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the Parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XII. EXECUTION OF OTHER DOCUMENTS. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIII. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XIV. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XV. SEVERABILITY. If a court of competent jurisdiction shall hold any provision of the Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. The laws of the State of California shall govern the Contract and venue shall be in the appropriate Superior Court in Placer County, California.

ARTICLE XVI. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the Governing Board.

ARTICLE XVII. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

ARTICLE XVIII. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ARTICLE XIX. EXHIBITS INCORPORATED. All Exhibits attached to this Agreement are hereby incorporated into the Agreement by this reference as if set forth in full.

ARTICLE XX. SELECTION OF SUBCONTRACTORS; DVBE. In the interest of minimizing the expenditure of funds for the construction of the Project, the Contractor agrees to select appropriately licensed subcontractors for each trade component of the Project in a manner that fosters competition. Contractor agrees that it has solicited or will solicit bids from subcontractors according to a process whereby Contractor publishes a notice of the trade components of the and enters into competitive bidding negotiations with the potential subcontractors. Contractor shall inform all bidders that the Owner will not be a party to any contracts for construction services executed by the Contractor and selected bidders. However, the Owner reserves the right to oversee the bidding process, and in no case will the Contractor award any subcontracts until the Owner has concurred with the selection, scope, and price of the subcontracted services. Contractor shall submit a listing of proposed subcontractors with associated breakdown of bid values to the Owner for the Owner's review. In addition, at the Owner's request, Contractor shall provide the Owner with full documentation regarding the bids or competitive quotes received by the Contractor. In no event shall such documentation be redacted or obliterated. If Contractor does not comply with this provision, the Owner may terminate this Agreement in accordance with the General Conditions. Following Owner's concurrence with the selection, scope, and price of subcontracted services, Contractor shall not make any changes in same without Owner's express written approval of the proposed changes, which approval shall be in Owner's sole discretion. Owner reserves the right to terminate this Agreement in accordance with the General Conditions if Contractor does not comply with this provision.

Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required for this Project. In accordance with Education Code section 17076.11 the Owner has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the Owner pursuant to the Leroy F. Green School Facilities Act of 1998, and expended each year by the Owner for this Project. The Owner is seeking DVBE participation under this Agreement.

The Contractor must make a good faith effort to contact and utilize DVBE subcontractors and suppliers in securing bids, in the manner set forth in this Article XX, for performance of the Project.

Information regarding certified DVBE firms can be obtained from the Office of Small Business and DVBE Services (OSBDS) at (916) 375-4940 or (916) 322-5060 as well as the OSBDS website at www.dgs.ca.gov/osbcr. Verification of DVBE status must be obtained from the OSBDS by receiving an approved certification letter and reference number from that office. Contractor is required, as a material condition of this Agreement, to retain documentation of its good faith efforts in utilizing DVBE's for this Project, for submission to the Owner or to the applicable state agency in the event such documentation is requested.

Good faith efforts are demonstrated by evidence of the following: (a) contact was made with the Owner regarding the identification of DVBE; (b) contact was made with other state agencies and with local DVBE organizations to identify DVBE's; (c) advertising was published in trade papers and other papers focusing on DVBE's; (d) invitations to bid or proposal solicitations were submitted to potential DVBE contractors; and (e) available DVBE's were considered. Contractor shall certify, under penalty of perjury, that a good faith effort was made to include DVBE subcontractors and suppliers in the Project.

Prior to, and as a condition precedent for the release of any retention withheld from Sublease payments made to Contractor by the Owner pursuant to Section 6 of the Sublease, the Contractor shall provide the Owner with written documentation identifying the amount paid to certified DVBE subcontractors and suppliers in performance of the Project. The Contractor shall also provide the Owner with a copy of the DVBE Certification Letter issued by OSBDS for each DVBE that has participated in the Project. This documentation will be used by the Owner to evaluate its success in meeting its DVBE participation goal.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Agreement, in duplicate, as of the day and year first above written.

CONTRACTOR:

BY: _____

TITLE: President

BY: _____

TITLE: Corporate Secretary

CONTRACTOR'S LICENSE NO. LICENSE EXPIRATION DATE

OWNER:

Western Placer Unified School District

BY: _____

Audrey Kilpatrick, Assistant Superintendent

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

EXHIBIT A - Lease-Leaseback Agreement

SCOPE OF WORK

Western Placer Unified School District

Glen Edwards Middle School Office Remodel

The GMP for construction costs is based on the scope of work and job walk completed with Owner.

Scope includes; demolition of current carpeting in front office, clearing and smoothing of back wall in front office, relocating various conduits and electrical outlets, cleaning/replacing ceiling registers, install owner provided lighting in place of current front office lighting, remove and replace stained ceiling tiles as needed, fill in wall partition between principal and secretary offices, install additional sound insulation in partition wall, install electrical outlets on either side of partition wall.

8.4.10

EXHIBIT B - Lease-Leaseback Agreement

Western Placer Unified School District

Glen Edwards Middle School Front Office Remodel

The Parties hereby agree that the following are hereby incorporated into the Scope of Work for the Project:

No Modifications

8.4.11

EXHIBIT C - Lease-Leaseback Agreement

Western Placer Unified School District

Glen Edwards Middle School Front Office Remodel

The Parties hereby agree that the following document is Contractor's submission of its schedule of values, per General Conditions Section 9.2.1.A. Upon the Board's approval of this Agreement, the District will review this submission pursuant to Section 9.2.2 of the General Conditions.

(See Attached)

8.4.12

SUBLEASE AGREEMENT

Dated as of December 4, 2013

Between

Western Placer Unified School District

and

BRCO Constructors, Inc.

**Glen Edwards Middle School Front Office Remodel
204 L Street, Lincoln CA 95648**

8.4.13

*Sublease GEMS Office
Remodel 2013*

SUBLEASE AGREEMENT
Glen Edwards Front Office Remodel, Lincoln CA

This SUBLEASE AGREEMENT ("Sublease") is dated as of December 3, 2013, and is by and between BRCO Constructors, Inc., ("Contractor"), a corporation organized and operating under the laws of the State of California (the "State"), as lessor, and the Western Placer Unified School District (the "Owner"), a public school district duly organized and existing under the Constitution and laws of the State as lessee.

RECITALS:

WHEREAS, pursuant to Section 17406 *et seq.* of the Education Code, the Owner may enter into leases and agreements relating to real property and buildings used by the Owner; and

WHEREAS, the Owner deems it essential for its own governmental purpose to finance the construction and installation of certain improvements described in *Exhibit "A"* of the Lease-Leaseback Agreement entered into between the Owner and Contractor dated December 4, 2013, for the Glen Edwards Middle School Front Office Remodel Project (the "Lease-Leaseback Agreement"; and the "Project") and situated on the Site described in *Exhibit A* of the Site Lease dated the same date between the Owner and Contractor related to the Project (the "Site Lease"). The land described in the Site Lease is herein referred to as the "Site"; and

WHEREAS, pursuant to Section 17406 of the Education Code, the Owner is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the Owner pursuant to the terms of this Sublease; and

WHEREAS, the Owner owns the Site and pursuant to the Lease-Leaseback Agreement has prepared, adopted, and had approved plans and specifications for the completion of the Project pursuant to law as required by Section 17402 of the Education Code; and

WHEREAS the Owner and Contractor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in *Exhibit A* of this Sublease.

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the Owner and Contractor agree as follows:

SECTION 1. Sublease. Contractor hereby leases and subleases to the Owner, and the Owner hereby leases and subleases from Contractor, the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full term of this

Sublease. Hereinafter, reference to Contractor means Contractor and Contractor's assigns for those rights, interests, and obligations that may be assigned by Contractor.

SECTION 2. Term. The terms and conditions of this Sublease shall become effective upon the authorized execution of this Sublease by the parties. The term of the Sublease shall be coterminous with the term of the Lease-Leaseback Agreement. In accordance with the Lease-Leaseback Agreement, the term of this Sublease shall automatically end upon termination of the Contract, with the parties' respective interests hereunder automatically ended and released, and title to the Site and Project automatically and fully vested in the Owner.

SECTION 3. Representations, Warranties and Covenants of the Owner. The Owner represents and warrants to Contractor that:

(a) The Owner is a public school district, duly organized and existing under the Constitution and laws of the State with authority to enter into this Sublease and to perform all of its obligations hereunder.

(b) The Owner's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability.

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which the Owner is a party by which it or its property is bound.

(d) There is no pending or, to the knowledge of the Owner, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of the Owner to perform its obligations under this Sublease.

(c) The Project and the Site are essential to the Owner in the performance of its governmental functions and their estimated useful life to the Owner exceeds the term of this Sublease.

(d) The Owner shall take such action as may be necessary to include all Sublease payments in its annual budget and annually to appropriate an amount necessary to make such Sublease payments.

(e) The District shall not abandon the Site for the use for which it is currently required by the Owner and, to the extent permitted by law, the Owner shall not seek to substitute or acquire property to be used as a substitute for the use for which the Site is maintained under the Sublease; and

(f) The Owner shall not allow any hazardous materials or substances to be used or stored on, under, or about the Site.

SECTION 4. Representations and Warranties of Contractor. Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing as a contractor and licensed contractor under the laws of the State, with full corporate power and authority to lease and own real and personal property;

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents;

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party by which it or its property is bound;

(d) There is no pending or, to the knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Sublease;

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Sublease payments hereunder, except as permitted herein.

SECTION 5. Construction/Acquisition.

(a) The Owner has entered into the Lease-Leaseback Agreement and the Site Lease with Contractor in order to acquire and construct the Project. The cost of the acquisition, construction and installation of the Project is determined by the GPC as set forth in Article IV of the Lease-Leaseback Agreement.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the Owner shall maintain on deposit in its general or other appropriate fund, and shall annually appropriate funds sufficient to make all Sublease payments which become due to Contractor under this Sublease.

SECTION 6. Sublease Payments.

(a) For services satisfactorily performed and after receipt of properly documented and submitted applications for payment, the Owner shall pay Contractor lease payments (the "Sublease Payments" and each individually a "Sublease Payment") monthly as set forth in *Exhibit A* hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.

(b) Contractor agrees that satisfactory progress pursuant to the time schedule required pursuant to the Contract and of the construction pursuant to the time schedule required pursuant to the Contract (the "Time Schedule") shall be conditions precedent to the making of Sublease

Payments by the Owner. The determination of whether the Time Schedule has been adequately adhered to shall be made in accordance with the General Conditions of the Contract ("General Conditions"). If the Owner determines that pursuant to the Time Schedule, the work required to be performed prior to a given Sublease Payment has not been met, the Owner shall not be required to make that scheduled Sublease Payment. Once the Owner has determined that the work scheduled to be completed prior to the Sublease Payment in question has been completed, the Owner shall make the Sublease Payment corresponding to completion of such work.

(c) In accordance with the General Conditions, the Owner shall retain an amount equal to 10% of each Sublease Payment. Release of the retention and the final Sublease Payment shall be made in the manner described in the General Conditions.

(d) The obligation of the Owner to pay Sublease Payments hereunder shall constitute a current expense of the Owner and shall not in any way be construed to be a debt of the Owner in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Owner, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the Owner.

SECTION 7. Fair Rental Value. Sublease Payments shall be paid by the Owner in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during this Sublease. The parties hereto have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the Owner and the general public, the ability of the Owner to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Lease-Leaseback Agreement and which do not interfere with Contractor's work on the Project and Site.

SECTION 8. Sublease Abatement. In addition to delay of Sublease Payments provided in Section 6, above, Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site there is substantial interference with the use and right of possession by the Owner of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the Owner in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Sublease Payments paid by the Owner during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 9. Use of Site and Project. During the term of this Sublease, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The Owner will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Owner shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the Owner agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the Owner may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Contractor, adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

SECTION 10. Contractor's Inspection/Access to the Site. The Owner agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 21 of this Sublease. The Owner further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the Owner to perform its obligations hereunder.

SECTION 11. Project Acceptance. The Owner shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 12. Lease-Leaseback Agreement and Site Lease. The Lease-Leaseback Agreement and Site Lease are incorporated herein in their entirety by this reference.

SECTION 13. Alterations and Attachments. All permanent additions and improvements that are made to, and as part of, the Project shall belong to and become the property of Contractor until completion of the project or termination of the Contract, subject to the provisions of Sections 2, 21 and 22 hereof. Separately identifiable attachments added to the Project by the Owner shall remain the property of the Owner.

SECTION 14. Physical Damage; Public Liability Insurance. The Contractor and the Owner shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them by the Lease-Leaseback Agreement.

SECTION 15. Taxes. The Owner shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

SECTION 16. Indemnity. In addition to the indemnification set forth in Article X of the Lease-Leaseback Agreement, to the extent permitted by law, and with the exception of the Contractor's responsibilities as "Contractor" under the Lease-Leaseback Agreement, the Owner shall, with respect to the Project and the Site, indemnify Contractor against and hold Contractor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with or resulting from any acts of omission or commission by the Owner's employees and agents or claims resulting from incidents or occurrences involving the financing of the Project and Lease-Leaseback aspects of the Project and third parties on the Site, including without limitation, the construction, possession, use or operation of the Project and further, the Owner agrees, to the extent the law allows, to indemnify Contractor against and hold Contractor harmless from and against any and all claims, actions, suits, proceedings, cost, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with or resulting from the clean-up of any hazardous materials or toxic wastes from the Site or the Project; provided, however, that the Owner shall not be required to indemnify Contractor in the event that such liability or damages are caused by the negligence or intentional misconduct of Contractor.

SECTION 17. Events of Default. The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the Owner fails to make any unexcused Sublease Payment (or any other payment) within 15 days after the due date thereof; (b) the Owner or the Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other Party; (c) the discovery by a Party that any statement, representation or warranty made by the other Party in this Sublease, or in any document ever delivered by that other Party pursuant hereto or in connection herewith is misleading or erroneous in any material respect; (d) a Party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the Party or of all or a substantial part of its assets, or a petition for relief is filed by the Party under federal bankruptcy, insolvency or similar laws.

SECTION 18. Remedies on Default. Upon the happening of any Event of Default, the non-defaulting Party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

SECTION 19. Non-Waiver. No covenant or condition to be performed by the Owner or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the Owner or Contractor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the Owner or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 20. Assignment. Without the prior written consent of Contractor, the Owner shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq.* Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the Owner or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the Owner upon full satisfaction of the Owner's obligations hereunder; however, Contractor may assign its right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or subassignees at any time without the consent of the Owner. No assignment shall be effective as against the Owner unless and until the Owner is so notified in writing. The Owner shall pay all Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. During the Sublease term, the Owner shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 21. Ownership. The Project is and shall at all times be and remain the sole and exclusive property of Contractor until completion of the Project or termination of the Contract, and the Owner shall have no right, title, or interest therein or thereto until completion of the Project or termination of the Contract, except as expressly set forth herein (including but not limited to Section 2, above).

SECTION 22. Sublease Prepayments/Purchase Option.

(a) Sublease Prepayments. At any time during the term of this Sublease, the Owner may make Sublease Prepayments to the Contractor of the Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the Owner in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Sublease Payments previously made by the Owner to Contractor; (2) all Sublease Prepayments previously made by the Owner to the Contractor; (3) all amounts previously retained pursuant to Section 22(a)(3), below, from Sublease Prepayments previously made by the Owner to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 22(a)(3)); and (5) the retention for such Sublease Prepayment pursuant to Section 22(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 22(a)(1), below, have been met. In the event Owner elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 22(b), below, shall be adjusted accordingly.

(1) The following are conditions precedent to any Sublease Prepayments made to Contractor pursuant to a request of Contractor:

(a) Satisfactory progress of the construction of the Project pursuant to the time schedule required pursuant to the General Conditions shall have been made as determined in accordance therewith.

(b) Contractor shall also submit to the Owner (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from Contractor and all Subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the Owner, the Project and the Project site with respect to the pending Sublease Prepayment to be made by the Owner, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the Owner, the Project and the Project site with respect to all previous Sublease Prepayments made by the Owner, and (iii) any other items that Contractor may be required to collect and distribute to the Owner pursuant to the terms and provisions of the Contract. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the Owner.

(2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the Owner in accordance with the General Conditions. If the Owner determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.

(3) The Owner shall retain an amount equal to 10% of each Sublease Prepayment ("retention") made at Contractor's request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the Owner, pursuant to the provisions of Public Contract Code Section 22300. At any time after 50% of the work has been completed, if the Governing Board of the Owner finds that satisfactory progress is being made, then it may make any of the remaining Sublease Prepayments in full.

(b) If the Owner is not in default hereunder, the Owner shall be granted options to purchase not less than the entire Project in as-is condition. The Prepayment Price at any given time shall be an amount equal to the final GPC, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the Owner prior to the date on which the Owner elects to exercise its option under this Section. The Owner may thereupon terminate this Sublease.

Following the purchase option date, Owner shall retain all rights to any claim or warranty arising under the Contract.

SECTION 23. Release of Liens.

(a) Notwithstanding Section 22 hereof, upon the Owner executing a Certificate of Acceptance and filing a Notice of Completion on the Project, as such term is defined herein and in the General Conditions, Contractor or its assignee and the Owner shall release Contractor's leasehold interest in the Project.

(b) Contractor shall authorize, execute and deliver to the Owner all documents reasonably requested by the Owner to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

SECTION 24. Severability. If a court of competent jurisdiction shall hold any provision of this Sublease invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

SECTION 25. Entire Agreement. This Sublease, the Site Lease, the Lease-Leaseback Agreement, and the Contract Documents that make up the "Contract" constitute the entire agreement between Contractor and the Owner, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 26. Notices. Any notices or filings required to be given or made under this Sublease shall be served, given, or made in writing upon the Owner or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below, or at such address as such party may provide in writing from time to time.

If to Contractor:

**Tod Burres, Operations Manager
BRCO Constructors, Inc.
PO Box 367
Loomis CA 95650**

If to Owner:

**Audrey Kilpatrick, Asst. Supt. Business Services
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648**

SECTION 27. Headings. The captions or headings in this Sublease are for convenience only

and in no way define, limit or describe the scope or intent of any provisions or Sections of this Sublease.

SECTION 28. Time. Time is of the essence in this Sublease and each and all of its provisions.

SECTION 29. Sublease Interpretation. This Sublease and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California.

SECTION 30. Execution in Counterparts. This Sublease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 31. Terms Not Defined. Capitalized terms used in this Sublease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement or General Conditions.

SECTION 32. Exhibits Incorporated. All Exhibits attached to this Sublease are hereby incorporated into the Sublease by this reference as if set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized officers as of the dates so indicated under their respective signatures.

CONTRACTOR:

OWNER:

BRCO Constructors, Inc.

Western Placer Unified School District

BY: _____
TITLE:

BY: _____
Audrey Kilpatrick, Asst. Supt.

BY: _____
TITLE:

EXHIBIT A

SCHEDULE OF SUBLEASE PAYMENTS

The term of this sublease shall commence as of April 3, 2013. Sublease payments shall be paid monthly and the total Sublease Payments made shall not exceed the amount of the GMP as defined in Article IV of the Lease-Leaseback Agreement. Each month Contractor shall provide Owner with an itemized summary reflecting the percentage of work performed and signed off on by the Owner's DSA Inspector or other designated employee. The Sublease Payments shall be commensurate with the amount of work performed, invoiced, and signed off on by the DSA Inspector to date, all in accordance with the procedures set forth in the General Conditions.

Notwithstanding the foregoing, the term of this Sublease may be extended and payment options may be modified by written agreement of the parties hereto.

Sublease

8.4.24

GENERAL CONDITIONS

for

CONSTRUCTION

Under

LEASE AND SUBLEASE AGREEMENT

for

**Glen Edwards Middle School Front Office Remodel
204 L Street, Lincoln CA 95648**

WESTERN PLACER UNIFIED SCHOOL DISTRICT

December 4, 2013

8.4.25

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ARTICLE 1

GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 **THE CONTRACT DOCUMENTS** - The "Contract Documents" consist of the Lease and Sublease Agreement between Owner and Contractor (the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda thereto, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, list of accepted Subcontractors, Noncollusion Declaration, and the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and written modifications issued after execution of the Agreement.

1.1.2 **THE CONTRACT** - The Contract Documents form the "Contract." The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract Documents shall not be construed to create any kind of contractual relationship other than between the Owner and Contractor. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

1.1.3 **THE WORK** - The "Work" shall include all labor, materials, services, manuals, training, as-builts, and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents.

1.1.4 **THE PROJECT** - The "Project" is the total construction of the Work performed in accordance with the Contract Documents in whole or in part and which may include construction by the Owner or by separate contractors.

1.1.5 **THE DRAWINGS** - Not Applicable.

1.1.6 **THE SPECIFICATIONS** - Not Applicable.

1.1.7 **THE PROJECT MANUAL** - Not Applicable.

1.1.8 **OR**

"Or" shall include "and/or."

1.1.9 **COMPLETION**

References to "complete" and "completion" of the Work or Project in the Construction Documents do not include the concept of substantial completion.

1.2 EXECUTION, CORRELATION AND INTENT - The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. Any item of work mentioned in the project scope shall be provided by Contractor. In the event there is a discrepancy between the various Contract Documents, the Agreement shall control unless there is not an applicable provision in the Agreement, in which case the Conditions (General, Supplementary, or other Conditions) shall control. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS. - Not Applicable

ARTICLE 2

OWNER

2.1 DEFINITION - The term "Owner" means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

2.2 EXISTING UTILITY LINES; SITE SURVEY; CONTRACTOR RELIANCE - Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

When required by the scope of the Project, the Owner will furnish, at its expense, a legal description or a land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site. Surveys to determine locations of construction, grading, and site work shall be provided by the Contractor.

Any test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility

whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the site of the Project, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor or any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

The Contractor may rely upon the accuracy of any utility services or site survey information that the District may provide, except that the Contractor may not rely upon and must question in writing to the Owner and the Architect any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Project, and prior experience with similar projects, unless specifically stated in writing that the Contractor may rely upon the designated information.

2.3 OWNER'S RIGHT TO STOP THE WORK - If the Contractor fails to correct Work, which is not in accordance with the requirements of the Contract Documents as required by paragraph 12.2, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK - If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails (within a seven-day period after receipt of written notice or the time period expressly stated in the written notice from the Owner) to commence and continue correction of such default or neglect with diligence and promptness, the Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including but not limited to retaining another contractor to perform some or all of the Work without terminating the Contract and may withhold for the cost of such correction.

ARTICLE 3

THE CONTRACTOR

3.1 **DEFINITION** - The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representatives. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor. If any of the Work is performed by contractors retained directly by the Owner, Contractor shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Project Schedule.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 **CONTRACTOR** - The Contractor shall supervise and direct the Work using the Contractor's best skill and attention which shall meet or exceed the standard skill and attention within the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

3.2.2 **CONTRACTOR RESPONSIBILITY** - The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.2.3 **OBLIGATIONS NOT CHANGED BY ARCHITECT'S ACTIONS** - Not Applicable

3.2.4 **CONTRACTOR RESPONSIBILITY FOR READINESS FOR WORK** - The Contractor shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

3.3 **SUPERINTENDENT** - The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to complete the Work in accordance with all requirements of the Contract Documents. Owner shall have the right, but not the obligation, to require the removal from the

Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

3.4 LABOR AND MATERIALS - Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

3.5 WARRANTY - The Contractor warrants to the Owner that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents, per Section 12.2.

3.6 TAXES - Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.7 PERMITS, FEES AND NOTICES - The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA).

3.8 ALLOWANCES - The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable and timely objection.

3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES - The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information the construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents and shall comply with all of the scheduling as required by the Contract Documents (including these General Conditions and Division 1 of the Specifications) and the standards of the industry. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Failure of the Contractor to provide proper schedules as required by this paragraph may, at the sole discretion of Owner, constitute

either grounds to withhold, in whole or in part, sublease payments to the Contractor, or a breach of contract allowing Owner to terminate the Agreement between Owner and Contractor.

3.10 **DOCUMENTS AND SAMPLES AT THE SITE** - Not applicable

3.11 **SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**
Not applicable

3.12 **CLEANING UP** - The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a safe, neat, and orderly condition. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from sublease payments and/or retention. When directed by the Owner, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor.

3.13 **ACCESS TO WORK** - The Contractor shall provide the Owner access to the Work in preparation and progress wherever located.

3.14 **ROYALTIES AND PATENTS** - The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner harmless and indemnify them from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents, unless Contractor has reason to believe it is an infringement of a patent and does not inform Owner.

3.15 **INDEMNIFICATION** - To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors, from and against claims, actions, liability, damages, losses, and expenses (including, but not limited to, attorneys' fees and costs including fees of consultants) alleged by third parties arising out of or resulting from performance of the Work by Contractor; or any act, omission, negligence, or willful misconduct of the Contractor or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Contractor, its Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any actions by third parties under Labor Code section 2810.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 **ARCHITECT** - The term "Architect" means the Architect or the Architect's authorized representative, shall also refer to all consultants under the Architect's direction and control, and is referred to as if singular in number. The Architect is one of potentially several agents and representatives on the Project.

4.2 **ARCHITECT'S ADMINISTRATION OF THE CONTRACT -- NOT APPLICABLE**

4.3 **INSPECTOR OF RECORD** - Not Applicable

4.4 **RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES** - If at any time prior to the completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Contractor, the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the sublease payments and/or retention.

4.5 CLAIMS

4.5.1 **GENERAL** - A "Claim" is a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency. However, "Claim" does not include a written notice of potential change or a Change Order Request submitted pursuant to Article 7, below; the notice of potential change and Change Order Request precede a Claim. In addition, a "Claim" for purposes of this Article 4.5 does not include vouchers, invoices, sublease payment applications, or other routine or authorized forms of requests for sublease payments on the Contract; however, such routine or authorized forms of requests for sublease payments are still "claims" for purposes of the California False Claims Act. The responsibility to substantiate Claims shall rest with the Contractor.

Claims shall be submitted to the Owner. A timely decision by the Owner shall be provided. Claims must be made by written notice prior to the final sublease payment. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered. The failure of the Contractor to make a Claim within the specified time shall constitute an express waiver of any right to assert such Claim, whether affirmatively or defensively. Despite submission or rejection of a Claim, the Contractor shall proceed diligently with performance of the Contract, and the Owner shall continue to make any undisputed payments in accordance with the Contract. When any excavation or trenching extends greater than four feet below the surface, Public Contract Code section 7104 shall control.

The Contractor shall certify, at the time of submission of a Claim, as follows:

I, _____, being the _____ (Must be an officer) of _____ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached Claim for additional cost and/or extension of time, and know its contents, and said Claim is made in good faith; the supporting data is truthful, accurate and complete; that the amount requested accurately reflects the adjustment for which the Contractor believes the Owner is liable; and further, that I am familiar with California Penal Code section 72 pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences.

By: _____

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents, that Owner, or Owner's representatives, may reject the Claim on that basis and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum. A condition precedent will not have been satisfied.

4.5.2 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

4.5.2.1 Trenches or Excavations Less Than Four Feet Below the Surface. If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the Contractor shall be given to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Owner will promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the Contractor's cost of, time required for, or performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum, Contract Time, or both. If the Owner, or Owner's Representatives, determines that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall so notify the Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within ten (10) days after the Owner has given notice of the decision. If the Owner and the Contractor cannot agree on an adjustment in the Contract Sum or the Contract Time, the adjustment shall be subject to other proceedings pursuant to paragraph 4.6.

4.5.2.2 Trenches or Excavations Greater Than Four Feet Below the Surface. Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

4.5.2.2.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

4.5.2.2.2 The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract.

4.5.2.2.3 In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.6 CLAIMS OF \$375,000 OR LESS - Notwithstanding any other provision herein, claims of \$375,000 or less shall be handled pursuant to the procedures set forth in Public Contract Code sections 20104.2, including claim, response, informal meet and confer conference, and Government Code claim. As a precedent to initiation of any litigation against the Owner, Contractor must observe and comply with the Government Code claim procedures in Government Code sections 901 et seq. after completion of the contractual claim procedures above, including but not limited to timely presentation of a Government Code claim. The claim procedures described herein do not supersede or replace the requirement of a Government Code claim, and the two claim procedures shall be sequential.

4.7 CLAIMS IN EXCESS OF \$375,000 - Claims over \$375,000 shall be handled by Contractor and Owner pursuant to Section 4.6, above, except as follows: (a) Procedures in Public Contract Code section 20104.2(b) shall not be applicable; (b) Owner shall respond in writing to all written Claims within 90 days of receipt of the Claim, or may request, in writing, within 45 days of receipt of the Claim, any additional documentation supporting the Claim or

relating to defenses to the Claim the Owner may have against the Contractor; (c) Owner shall respond within 45 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or documentation, whichever is greater; and (d) following any meet and confer conference pursuant to Public Contract Code section 20104.2(d), if the Claim or any portion of it remains in dispute and Contractor wishes to pursue it, Contractor must demand in writing within fifteen (15) days that the parties mediate, and such requirement for mediation shall not toll or supersede the requirement for submission of a Government Code claim, as specifically required in Section 4.6 above. If Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, then Contractor will have waived all rights to further pursue the Claim. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 SUBCONTRACTOR - A Subcontractor is a person or entity, that has a contract with the Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Contractor is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor."

5.1.2 SUB-SUBCONTRACTOR - A Sub-subcontractor is a person or entity that has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK - Subcontractors shall selected by Contractor and Owner pursuant to the Agreement. Subcontractor substitution shall be handled in accordance with the Agreement. Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or the granting of any extension of time for the completion of the Project.

5.3 SUBCONTRACTUAL RELATIONS - By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- A. Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
- B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

ARTICLE 6

[reserved]

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGES

7.1.1 NO CHANGES WITHOUT AUTHORIZATION - The Owner reserves the right to make such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper completion or construction of the Work contemplated, and the right to require Contractor to perform such work. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Construction Change Directive, or other written order by the Owner for a minor change in the Work as herein provided. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the originally agreed upon scope of work unless the same shall have been authorized by and the cost thereof approved in writing by Change Order or executed Construction Change Directive, or other written order. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing.

7.1.2 ARCHITECT AUTHORITY - Not Applicable

7.2 CHANGE ORDERS ("CO") - A CO is a written instrument prepared and signed by the Owner and the Contractor stating their agreement upon all of the following: (A) A change in the Work; (B) the amount of the adjustment in the Contract Sum, if any; and (C) the extent of the adjustment in the Contract Time, if any.

7.3 CONSTRUCTION CHANGE DIRECTIVES ("CCD") - A CCD is a written unilateral order signed by the Owner directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by CCD,

without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, it shall nevertheless perform the work directed by the CCD, but it may pursue the notice, COR and claim procedures of Section 4.5 if Contractor believes it is entitled to changes in the Contract Sum or Contract Time.

7.4 REQUEST FOR INFORMATION ("RFI") - Not Applicable

7.5 REQUEST FOR PROPOSAL ("RFP") - An RFP is a written request asking the Contractor to submit to the Owner an estimate of the effect of a proposed change on the Contract Sum and the Contract Time. An RFP shall contain adequate information to enable Contractor to provide the cost breakdowns required by paragraph 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.6 CHANGE ORDER REQUEST ("COR") - A COR is a written request prepared by the Contractor asking the Owner to incorporate a proposed change called for in an RFP or a notice of claim into a CO. A COR shall include breakdowns to validate any change in Contract Sum due to proposed change or claim. (See attached COR form for breakdowns.) A COR shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in paragraph 3.9 and Division 1 of the Specifications.

7.7 COST OF CHANGE ORDERS

7.7.1 SCOPE - Within ten (10) days or such lesser period of time as may be required by Owner after a request is made for a change that impacts the Contract Sum or the Contract Time, the Contractor shall provide to the Owner in writing an estimate of the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO. Changes may be made by Owner by an appropriate written CO, or, at the Owner's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written CCD.

7.7.2 DETERMINATION OF COST - The amount of the increase or decrease in the Contract Sum resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation: (A) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; (B) unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor; (C) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or (D) by cost of material and labor and percentage of overhead and profit. Contractor and Subcontractors may mark up their own work by 15% for overhead, bond and insurance premiums, and profit. Contractor may mark up a Subcontractor's total costs by 5%.

7.7.3 ACCOUNTING RECORDS - With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

7.7.4 NOTICE REQUIRED - If the Contractor desires an increase in the Contract Sum, or any extension in the Contract Time for completion, it shall give the Owner written notice thereof within ten (10) days after the occurrence of the event giving rise to the claim, together with detailed estimates of the impact on the Contract Sum and/or the Contract Time. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with paragraph 10.4 hereof. No notice shall be considered unless made in accordance with this Subparagraph; however, the mere presentation of such claim shall not establish the validity of the cause giving rise to such claim, or of the extension of the Contract Time, and/or the increase in the Contract Sum. Contractor shall proceed to execute the Work even though the adjustment has not been agreed upon. Any change in the Contract Sum or extension of the Contract Time resulting from such claim shall be authorized by a CO.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 CONTRACT TIME - Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

8.1.2 NOTICE TO PROCEED - The date of commencement of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

8.1.3 DAYS - The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 HOURS OF WORK

8.2.1 SUFFICIENT FORCES - Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 PERFORMANCE DURING WORKING HOURS - Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, work may be performed outside of regular working hours with the advance written consent of the Owner.

8.2.3 LABOR CODE APPLICATION - As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8.3 PROGRESS AND COMPLETION - Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. The Contractor shall proceed expeditiously with adequate forces, labor, materials, equipment and management, and shall achieve Completion within the Contract Time.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 EXCUSABLE DELAY - The Contractor shall not be charged for liquidated damages, as set forth in the Agreement, because of any delays in completion of the Work due to acts of God, acts of public enemy, acts of Government, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, or delays of subcontractors due to such causes.

8.4.2 NOTICE BY CONTRACTOR REQUIRED - The Contractor shall within ten (10) calendar days of beginning of any such delay (unless Owner grants in writing a further period of time to file such notice prior to the date of final payment under the Contract) notify the Owner in writing of causes of delay. Owner will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment, the findings of fact justify such

an extension. The Owner's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected. The sole remedy of Contractor for extensions of time under paragraph 8.4.1 shall be an extension of the Contract Time at no cost to the Owner.

8.4.3 CONDITIONS FOR EXTENSION OF TIME - If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner, an employee of Owner, or of a separate contractor employed by the Owner, by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, or unavoidable casualties, by delay authorized by the Owner pending arbitration, or by other causes which justify a delay, then the Contract Time shall be extended by Change Order for such reasonable time. Claims relating to time extensions shall be made in accordance with applicable provisions of Article 7.

8.4.4 EARLY COMPLETION - Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to complete its work on the Project in a shorter period than established in the Contract Documents.

8.4.5 LIQUIDATED DAMAGES - Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages, as described in the Agreement. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of this agreement.

8.5 GOVERNMENT APPROVALS - Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM - The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 **COST BREAKDOWN** - On forms approved by the Owner within ten (10) days of the mailing, faxing or delivery of the Notice of Award of the Contract, the Contractor shall furnish a schedule of values and a list of all subcontractors and suppliers. The Owner shall review all submissions received in a timely manner. All submissions must be approved by the Owner before becoming the basis of any payment.

9.3 **APPLICATIONS FOR PAYMENT** - On or before the fifth (5th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the Contractor shall submit to the Owner an itemized Application for Payment for operations completed in accordance with the Schedule of Values through the end of the previous calendar month. As the Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner, to assure that there will be no delays, payment by the Owner for stored material shall be made only in unusual circumstances where the Owner specifically approves the payment in writing. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment.

9.4 **REVIEW OF SUBLEASE PAYMENT** - The Owner will, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Owner's reasons for withholding approval in whole or in part. The review of the Contractor's Application for Payment by the Owner is based on the Owner's observations at the Site and the data comprising the Application for Payment whether the Work has progressed to the point indicated and whether, to the best of the Owner's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents.

9.5 **DECISIONS TO WITHHOLD PAYMENT** - The Owner may decide to withhold a progress or retention payment in whole, or in part, to the extent reasonably necessary to protect the Owner. In addition, the Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of any acts or omissions by Contractor, including any rights to withhold mentioned in the Contract Documents.

9.6 **SUBLEASE PAYMENTS** - Sublease payments shall be made in accordance with Public Contract Code section 20104.50.

9.7 **COMPLETION OF THE WORK** - Upon receipt of the Contractor's request for final inspection, the Owner will make an inspection to determine whether the Work, or designated portion thereof, is complete. If the Owner's inspection discloses any item which is not completed in accordance with the requirements of the Contract Documents, the Contractor shall, before Owner's issuance of the Notice of Completion, diligently complete or correct such item.

9.8 **PARTIAL OCCUPANCY OR USE** - Owner may occupy or use any completed or partially completed portion of the Work at any stage without accepting that work and without waiving rights to claim damages as to that work. The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

9.9 **ACCEPTANCE, NOTICE OF COMPLETION, AND FINAL PAYMENT** - If the Owner or Owner's representative find the Work fully performed under the Contract Documents, they shall so notify Contractor, who shall then submit to the Owner its final application for sublease payment. After the Owner finds the Work fully performed, the Owner's governing body should accept the Work as fully complete. After completion, the Owner may record a Notice of Completion with the County Recorder in accordance with Civil Code section 3093. Contractor shall, upon receipt of final sublease payment from Owner, pay the amounts due Subcontractors. Owner shall pay the retainage pursuant to Public Contract Code section 7107. Any application for final sublease payment shall be accompanied by the same details required for monthly sublease payments. Acceptance of final sublease payment shall constitute a waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of final payment.

9.10 **SUBSTITUTION OF SECURITIES** - In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon completion of the Contract, the securities shall be returned to the Contractor. Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Any escrow agreement used shall be substantially similar to the form set forth in Public Contract Code section 22300.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 **SAFETY PRECAUTIONS AND PROGRAMS** - The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Subcontractors shall promptly report in writing and by phone to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full

details and statements of witnesses. The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

10.2 SAFETY OF PERSONS AND PROPERTY - The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (A) Employees on the Work and other persons who may be affected thereby; (B) the Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (C) other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent Sites and utilities.

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

At its own expense, Contractor shall comply with all fingerprinting requirements under law and contract, including but not limited to the requirements of Education Code section 45125.2 and the Fingerprinting Notice and Acknowledgement which is part of the Contract. Contractor shall reimburse the Owner, and defend and indemnify the Owner under Section 3.16 of these General Conditions, for any costs, including attorneys' fees, incurred by Owner related to Contractor's failures to comply

10.3 PROTECTION OF WORK AND PROPERTY - The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

10.4 EMERGENCIES - In an emergency affecting the safety of persons or property, the

Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details, and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

10.5 HAZARDOUS MATERIALS - In the event the Contractor encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) the handling or removal of which is not within the scope of the Work, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner in writing, whether or not such material was generated by the Contractor or the Owner.

ARTICLE 11

INSURANCE AND BONDS

11.1. CONTRACTOR'S LIABILITY INSURANCE

11.1.1 LIABILITY INSURANCE REQUIREMENTS - Before the commencement of the Work and within limits acceptable to the Owner, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports commercial general liability insurance per occurrence for bodily injury, personal injury and property damage in the amount of \$1,000,000.00, and automobile liability insurance per accident for bodily injury and property damage combined single limit in the amount of \$1,000,000.00, as will protect the Contractor, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance in like amounts.

Owner may partially or fully occupy and/or use the Project before acceptance of the entire Project by the Owner. All of contractor's required insurance must allow such occupancy and/or use without prior consent from insurer.

11.1.2 ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS - The Contractor shall name, on any policy of insurance, the Owner as additional insured.

11.1.3 **WORKERS' COMPENSATION INSURANCE** - During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the site of the Project and, in case any of the Contractor's work is sublet, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract.

11.1.4 **BUILDER'S RISK/'ALL RISK' INSURANCE** - Unless otherwise supplied by the Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace, or reconstruct the Work. Such insurance shall include the Owner, and any other person or entity with an insurable interest in the Work as an additional named insured.

11.1.5 **FIRE INSURANCE** - Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. The amount of fire insurance shall be equal to the amount of work contracted for at any given time during the Project.

11.1.6 **OTHER INSURANCE** - The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations. Such insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld.

11.1.7 **PROOF OF CARRIAGE OF INSURANCE** - The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval, and such approval shall not be unreasonably withheld.

11.1.8 **COMPLIANCE** - In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract.

11.2 **PERFORMANCE AND PAYMENT BONDS** - Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish Owner separate payment and performance bonds for its portion of the Work

which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK - If a portion of the Work is covered contrary to the Owner's request, it must, if required in writing by the Owner, be uncovered for the Owner's observation and be replaced at the Contractor's expense without change in the Contract Sum or Time.

12.2 CORRECTION OF WORK; WARRANTY - The Contractor shall promptly correct the Work rejected by the Owner for failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, and inspections made necessary thereby.

If, within one (1) year after the date of acceptance by the Owner's governing body of the Work (see Section 9.9) or a designated portion thereof, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the project scope, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written specific acceptance of such non-conforming condition. If the Owner's governing body does not accept the Work as complete within ninety (90) days of full performance of the Work by Contractor, then the time periods for the above warranties shall be deemed to have started to run from the date of Contractor's full performance of the Work.

The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with paragraph 2.4. The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of the nonconforming Work. Nothing in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 **GOVERNING LAW** - The Contract shall be governed by the law of the place where the Project is located.

13.2 **SUCCESSORS AND ASSIGNS** - Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract.

13.3 **RIGHTS AND REMEDIES; NO WAIVER** - Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the Owner shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.4 **TESTS AND INSPECTIONS** - Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5 **TRENCH EXCAVATION** - Pursuant to Labor Code section 6705, if the Contract Sum exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the Owner or a registered civil or structural engineer employed by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

13.6 **DEBARMENT** - Pursuant to Public Contract Code section 6109, no contractor or subcontractor may perform work on a public works project if ineligible to perform work on the project pursuant to sections 1777.1 or 1777.7 of the Labor Code.

13.7 **ASSIGNMENT OF ANTITRUST CLAIMS** - Pursuant to Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

13.8 **AUDIT** - Contractor's Contract books, records, and files shall be subject to audit and examination under Government Code section 8546.7 and any amendments thereto.

13.9 **STORM WATER DISCHARGE PERMIT** - If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ) prior to the start of any construction activity.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 **TERMINATION BY THE OWNER FOR CAUSE** - The Owner may terminate the Contract if the Contractor: (A) refuses or fails to supply enough properly skilled workers or proper materials; (B) fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable; (C) disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or (D) otherwise is in substantial breach of a provision of the Contract Documents.

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the surety, (A) take possession of the site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor, (B) accept assignment of subcontracts, and (C) complete the Work by whatever reasonable method the Owner may deem expedient.

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive completion of the Contract.

Any purported termination by Owner for cause under this Section 14.1 which is revoked or determined to not have been for cause shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

14.2 **SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE** - The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent (A) that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or (B) that an equitable adjustment is made or denied under another provision of this Contract. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall (1) cease operations as directed by the Owner in the notice; (2) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and (3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

14.3 TERMINATION BY CONTRACTOR – Contractor may not terminate for convenience. Contractor may only terminate for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, and the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Contractor may serve written notice of such belief on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of receipt of such notice. If such conference does not lead to resolution and Contractor believes the grounds for termination still exist, Contractor may terminate the contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

14.4 NOT A WAIVER

Any suspension or termination by Owner for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

14.5 EARLY TERMINATION

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

GUARANTEED PROJECT COST BREAKDOWN FORM
Western Placer Unified School District
Glenn Edwards MS
Office Remodel
Lincoln California

PART I. BASE SCOPE OF WORK	
Description	Total
Division 1 - General Requirements	
Project Superintendent	\$ 5,000
Vehicles	\$ 250
Communications	\$ 25
Toilets (Plan to utilize onsite, if required add \$ 300)	\$ -
Layout	\$ 663
Fencing/Barricades (Assuming work over break, not required)	\$ -
Waste Disposal	\$ 550
Punch list	\$ 663
Cleanup	\$ 466
	\$ -
Subtotal - General Requirements	\$ -
	\$ -
Division 2 - Demolition	\$ -
Demolition	\$ 2,330
Carpet/Base (New carpet & base OFOI)	\$ 2,330
Remove/Reinstall Cabinets	\$ 660
Division 3 - Concrete	\$ -
N/A	\$ -
Division 4 - Masonry	\$ -
N/A	\$ -
Division 5 - Metals	\$ -
N/A	\$ -
Division 6 - Wood and Plastics	\$ -
Rough Carpentry - Partition Infill	\$ 2,076
Division 7 - Thermal and Moisture Protection	\$ -
Sound Insulation	\$ 300
Joint Sealants	\$ 25
	\$ -
Division 8 - Doors and Windows	\$ -
N/A	\$ -

Description	Total
Division 9 - Finishes	\$ -
Drywall	\$ 3,652
Acoustical Ceiling	\$ 400
Paint	\$ 4,000
Remove & replace stained tiles around registers (no abatement figured)	\$ 1,290
N/A	\$ -
Division 10 - Specialties	\$ -
N/A	\$ -
Division 11 - Equipment	\$ -
N/A	\$ -
Division 12 - Furnishings	\$ -
N/A	\$ -
Division 13 - Special Construction	\$ -
N/A	\$ -
Division 14 - Conveying Systems	\$ -
N/A	\$ -
Division 15 - Mechanical	\$ -
Ceiling Registers	\$ 1,263
Division 16 - Electrical	\$ -
Lighting (Owner Furnished/Contractor Installed)	\$ 4,500
Relocate outlets/conduit per given scope	\$ 3,500
Low Voltage Conduit	\$ 1,880
Subtotal (Divisions 2-16)	\$ 35,823
Bonds	\$ 716
Insurance	\$ 358
Allowances (Telephone/Fax explorations/unknown LV Conditions)	\$ 2,070
Contingency for unforeseens	\$ 3,582
Subtotal (Bonds, Insurance & Allowances)	\$ 6,727
Total Cost before Contractor's Fee for Overhead and Profit	
Contractor's Fee (Overhead & Profit) 10%	\$ 4,255
GMP TOTAL:	\$ 46,805

8.4.54

SITE LEASE AGREEMENT

Dated as of December 3, 2013

Between

Western Placer Unified School District

and

BRCO Constructors, Inc.

**Glen Edwards Middle School Front Office Remodel
204 L Street, Lincoln CA 95648**

9.4.55

SITE LEASE

Glen Edwards Middle School Front Office Remodel

This **SITE LEASE AGREEMENT** ("Site Lease") is dated as of December 4, 2013, and is by and between the Western Placer Unified School District, a school district duly organized and existing under the laws of the State of California (the "Owner"), as lessor, and BRCO Constructors, Inc., a corporation organized and operating under the laws of the State of California ("Contractor"), as lessee.

WHEREAS, the Owner desires to provide for the financing and construction of certain public improvements, namely the Glen Edwards Middle School Office Remodel (the "Project") more fully described in a Lease-Leaseback Agreement between the Owner and Contractor and located at 204 L Street, Lincoln, California, (the "Site"); and

WHEREAS, the Owner's governing body has determined that it is in the best interests of the Owner and for the common benefit of the residents it serves to construct and finance the Project by leasing the Site on which the public improvements are to be constructed to Contractor, and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective the same date as this Site Lease (the "Sublease"); and

WHEREAS, the Owner is authorized under Section 17406 of the California Education Code to lease the Site, and its governing body has duly authorized the execution and delivery of this Site Lease; and

WHEREAS, Contractor is authorized to lease the Site as lessee and to construct the Project on the Site, and has duly authorized the execution and delivery of this Site Lease.

WITNESSETH:

In consideration of the premises and covenants and conditions hereinafter contained, the parties agree as follows:

SECTION 1. Site Lease. The Owner leases to Contractor, and Contractor leases from the Owner, on the terms and conditions set forth herein, the Site situated in the County of Placer, State of California, more specifically described or depicted in **Exhibit "A"** attached to this Site Lease, including any real property improvements now or hereafter affixed thereto. Hereinafter, reference to Contractor means Contractor and Contractor's assigns for those rights, interests, and obligations that may be assigned by Contractor.

SECTION 2. Term. The term of this Site Lease shall commence as of the date above and shall be coterminous with the term of the Lease-Leaseback Agreement (the "Termination Date"), unless such term is extended or earlier terminated as hereinafter provided:

(a) If the Owner exercises its option to purchase the Project, pursuant to Section 22 of the Sublease, then the term of this Site Lease shall end on the date of exercise of the option; or

(b) If prior to the Termination Date, all Sublease payments, as defined in the Sublease (the "Sublease Payments") shall be fully paid and retired or provision made for such payment and retirement, or which the parties hereto agree may be released, the term of this Site Lease as to the particular portion of the Site for which Sublease Payments have been fully paid shall end ten (10) days thereafter or ten (10) days after written notice to Contractor, whichever is earlier.

(c) In accordance with the Lease-Leaseback Agreement, the term of this Site Lease shall automatically end upon such completion of the Project or termination of the Contract, with the parties' respective interests hereunder automatically ended and released, and title to the Site and Project automatically and fully vested in the Owner.

SECTION 3. Representations, Covenants, and Warranties of the Owner. The Owner represents, covenants and warrants to Contractor that:

(a) The Owner has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;

(b) There are no liens on the Site other than permitted encumbrances;

(c) All taxes, assessments, or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;

(d) The Site is properly zoned for the intended purpose and utilization of it or the Owner intends to render zoning inapplicable pursuant to Government Code section 53094;

(e) The Owner is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;

(f) There is no litigation of any kind currently pending or threatened regarding the Site or the Owner's use of the Site for the purposes contemplated by this Site Lease, the Sublease, and the Lease-Leaseback Agreement;

(g) To the best of the Owner's knowledge, after actual inquiry: (i) other than those addressed in the scope of the Work, no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon

or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no underground storage tank is now located in the Site; (v) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (vi) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site; (viii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the Owner shall not abandon the Site for the use for which it is currently required by the Owner and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Sublease.

(i) The term "permitted encumbrances" as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the Owner consent in writing which will not impair or impede the operation of the Site.

SECTION 4. Representations and Warranties of Contractor. Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority, and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

SECTION 5. Rental. Contractor shall pay to the Owner as and for advance rental hereunder \$1.00 per year per Site, on or before the date of commencement of the term of this Site Lease. The duration of the rental is expected to be from December 20, 2013 through approximately January 3, 2014, unless earlier terminated or otherwise agreed by the parties.

SECTION 6. Purpose. Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the Owner; provided, that in the Event of Default by the Owner under the Sublease, the Contractor may exercise the remedies provided for in the Sublease.

SECTION 7. Termination. Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the Owner any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title thereto shall vest in the Owner. Notwithstanding the Owner's foregoing rights in the event of termination, Contractor shall retain the right to full compensation for all services rendered prior to the termination in accordance with the Lease-Leaseback Agreement and the Sublease.

SECTION 8. Quiet Enjoyment. The Owner covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and, that in the event the Owner's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the Owner will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

SECTION 9. No Liens. The Owner shall not mortgage, sell, assign, transfer, or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the Owner from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

SECTION 10. Right of Entry. The Owner reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with Contractor's operations on the Project.

SECTION 11. Assignment and Subleasing. Other than the Sublease, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the prior written consent of the Owner.

SECTION 12. No Waste. Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 13. Default. In the event Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the Owner may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

SECTION 14. Eminent Domain. In the event the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due, the next succeeding Sublease Payment and the purchase option price stated in Section 22 of the Sublease less any unearned interest as of the date the Contractor receives payment in full. The balance of the award, if any, shall be paid to the Owner. For purposes of this Section 14, the Sublease Payment(s) include all amounts withheld pursuant to Section 6, paragraph (c) of the Sublease.

SECTION 15. Taxes. The Owner covenants and agrees that as between Owner and Contractor, Owner shall pay any and all assessments of any kind or character and also all taxes, including possessory interest - taxes, levied or assessed upon the Site or the improvements thereon.

SECTION 16. Indemnification. The Owner covenants and agrees to indemnify and hold Contractor harmless from and against any and all losses, claims, suits, damages and expenses (including reasonable attorneys fees) arising out of the condition of the Site, including but not limited to, all costs required to be incurred by Contractor as a result of any condition described in Section 3, paragraph (g) hereof, whether or not known to the Owner on the date of execution of this Site Lease.

SECTION 17. Partial Invalidity. If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 18. Notices. Any notices or filings required to be given or made under this Site Lease shall be served, given, or made in writing upon the Owner or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below, or at such address as such party may provide in writing from time to time.

If to Contractor:

**Tod Burres, Operations Manager
BRCO Constructors, Inc.
PO Box 367
Loomis, CA 95650**

If to Owner:

**Audrey Kilpatrick, Asst Supt Business Services
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648**

SECTION 19. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Owner, Contractor and their respective successors in interest and permitted assigns, if any.

SECTION 20. Amendments and Modifications. This Site Lease shall not be effectively amended, changed, modified, altered, or terminated without the written agreement of the Owner and Contractor.

SECTION 21. Execution in Counterparts. This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 22. Applicable Law. This Site Lease and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California.

SECTION 23. Headings. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

SECTION 24. Time. Time is of the essence in this Site Lease and each and all of its provisions.

SECTION 25. Terms Not Defined. Capitalized terms used in this Site Lease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement.

SECTION 26. Exhibits Incorporated. All Exhibits attached to this Site Lease are hereby incorporated into the Site Lease by this reference as if set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease by their authorized officers as of the dates so indicated under their respective signatures.

LESSEE

LESSOR

BRCO Constructors, Inc.

Western Placer Unified School District

By: _____

Title: _____

By: _____

Audrey Kilpatrick, Asst. Supt.

By: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"

DESCRIPTION OR DEPICTION OF SITE



Project is located in the front office and administration area of the school, on the South East corner of the Administration Building, which borders L Street to the East.

Site Lease

8.4.63

Labor Code section 2810 Declaration

To Be Executed by Contractor and Submitted with GPC

Project: **Glen Edwards Middle School Front Office Remodel, 240 L Street, Lincoln
CA 95648**

I, _____, declare that I am the _____ of
_____, the entity making the foregoing GMP proposal for the above Project, and
that the GMP proposal submitted by _____ includes sufficient funds to
permit _____ to comply with all local, state or federal labor laws or
regulations during the Project, including payment of prevailing wage.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Date: _____

Signature

Print Name: _____

Print Title: _____

8.4.64

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
(Education Code Section 45125.2)

Note: This document must be executed and submitted at the time of execution of the Lease-Leaseback Agreement.

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the District determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)
 - c. Arrange for surveillance by personnel, with Owner approval.

If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: _____

Signature

Name: _____

Title: _____

ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 12308, 12309, or 12310.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.

- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in

subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 12034; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

Contractor Name: _____
Supervisor/Foreman Name: _____
Start Date: _____
Completion Date: _____
Location of Work: _____
Hours of Work: _____
Length of Time on Grounds: _____
Number of Employees on the Job: _____

Yes No

☐ ☐ Employees will have more than limited contact with students as determined by District, or if by Contractor, please explain:

If yes, the following steps will be taken to ensure student safety (check):

- ☐ A physical barrier will be installed at the worksite to limit contact with pupils.
- ☐ Employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

Name of employee who is the custodian of the Department of Justice verification information:

- ☐ Employees will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: _____

Signature

Typed Name: _____

Title: _____

Note: This document must be executed and submitted with the executed Agreement between Owner and Contractor.

PAYMENT BOND
(Labor and Material)

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, _____ and
_____,
hereinafter designated as the "Principal," have entered into a Contract for the furnishing
of all materials and labor, services and transportation, necessary, convenient, and proper
to construct:

Glen Edwards Middle School Front Office Remodel

Which said agreement dated December 4, 2013, and all of the Contract Documents are
hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work,
to file a good and sufficient bond with the body by whom the Contract is awarded to
secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned _____

are held and firmly bound unto all laborers, material men, and other persons referred to in
Civil Code section 3248, subdivision (b), in the sum of
_____ Dollars (\$ _____) which sum
well and truly be made, we bind ourselves, our heirs, executors, administrators,
successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or
the heirs, executors, administrators, successors, or assigns of any, all, or either of them,
shall fail to pay any of the persons named in Civil Code section 3181, or any of the
amounts due as specified in Civil Code section 3248, subdivision (b), to pay for any
materials, provisions, provender or other supplies, or teams, used in, upon, for, or about
the performance of the work contracted to be done, that said Surety will pay the same in
an amount not exceeding the amount hereinabove set forth, and also in case suit is
brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and
fixed by the Court, and to be taxed as costs and to be included in the judgment therein
rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, _____.

(To be signed by _____)
(Principal and Surety, _____)
(and acknowledged and _____)
(Notarial Seal attached _____)

Principal

Surety

By: _____
Attorney-in-Fact

The above bond is accepted and approved this _____ day of _____.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____
_____ as Principal and
_____ as Surety, are held and
firmly bound unto **Western Placer Unified School District**, in the County of Placer,
State of California, hereinafter called the "Owner," in the sum of
_____ Dollars (\$ _____) for the payment of
which sum well and truly made, we bind ourselves, our heirs, executors, administrators,
and successors, jointly and severally, to the Owner for the full performance of a certain
contract with the Owner, the terms of which are incorporated herein by reference, dated
_____, 2013, for construction of:

Glen Edwards Middle School Front Office Remodel

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in said Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, _____ hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by _____)
(Principal and Surety, _____)
(and acknowledged and _____)
(Notarial Seal attached _____)

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

(Affix Corporate Seal)

(Corporate Principal)

(Business Address)

(Affix Corporate Seal)

(Corporate Surety)

(Business Address)

By: _____

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged is _____.

The above must be filled in by Corporate Surety.

**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:

ESTABLISH ANNUAL ORGANIZATIONAL
MEETING

AGENDA ITEM AREA:

ACTION

REQUESTED BY:

SCOTT LEAMAN
SUPERINTENDENT

ENCLOSURES:

YES

DEPARTMENT:

ADMINISTRATION

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

December 3, 2013

ROLL CALL REQUIRED:

NO

BACKGROUND:

Education Code 35143 and 5017 require the scheduling of an annual organizational meeting in December for selecting board officers. Placer County Office of Education request we take board action during the first week in December when your board is scheduled to set the date of its annual organizational meeting, and submit to PCOE.

RECOMMENDATION:

Administration recommends the Board of Trustees select an organizational meeting date for 2013.



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

Important Board Agenda Item

Memorandum

Date: October 21, 2013
To: District Superintendents
From: Gayle Garbolino-Mojica, County Superintendent of Schools
RE: Annual Organizational Meeting

This memorandum is a reminder to conduct your annual organizational meeting in December for the purpose of selecting your board officers. I have attached for your reference Education Code Sections 35143 and 5017 which govern the scheduling of this annual organizational meeting. Please refer to any policy or bylaw for any procedures otherwise adopted by your board.

This year the 15-day window period established by statute to hold the annual organizational meeting begins on Friday, December 6, 2013 and runs through Saturday, December 21, 2013.

Please note that the date and time of the annual organizational meeting must be selected by your governing board at the regular board meeting held immediately prior to December 6, unless otherwise provided by a policy or bylaw of the governing board. In the event the board does not select a day and time for the annual organizational meeting at the regular meeting referenced above, state law requires that I must do so before the 15-day window period begins on December 6th.

Please return this memorandum via facsimile (530-886-5841) or email (dedwards@placercoe.k12.ca.us) on or before November 27, 2013, with the information requested below. If you have a regular board meeting scheduled during the first week in December when your board is scheduled to set the date of its organizational meeting, please let my office know before November 27th.

Thank you and please contact me if you have any questions.

GGM/de

Attachments

cc: District Secretaries

2013 Annual Organizational Meeting

School District: _____

Date and Time of Annual Organizational Meeting: _____

Signed: _____

Title: _____

85.1

Education Code

Education Code

Term of office

EC 5017

Each person elected at a regular biennial governing board member election shall hold office for a term of four years commencing on the first Friday in December next succeeding his or her election. Any member of the governing board of a school district or community college district whose term has expired shall continue to discharge the duties of the office until his or her successor has qualified. The term of the successor shall begin upon the expiration of the term of his or her predecessor.

(Amended by Stats. 2007, Ch. 730, Sec. 2.)

Retrieved October 21, 2013 from: <http://gamutonline.net/DisplayPolicy/129183/2>.

Education Code

Education Code

Annual organizational meetings

EC 35143

The governing board of each school district shall hold an annual organizational meeting. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools of the day and time selected. The clerk of the board shall, within 15 days prior to the date of the annual meeting, notify in writing all members and members-elect of the date and time selected for the meeting.

If the board fails to select a day and time for the meeting, the county superintendent of schools having jurisdiction over the district shall, prior to the first day of such 15-day period and after the regular meeting of the board held immediately prior to the first day of such 15-day period, designate the day and time of the annual meeting. The day designated shall be within the 15-day period. He shall notify in writing all members and members-elect of the date and time.

At the annual meeting the governing board of each high school district, union high school district, and joint union high school district shall organize by electing a president from its members and a clerk.

At the annual meeting each city board of education shall organize by electing a president from its members.

At the annual meeting the governing board of each other type of school district, except a community college district, shall elect one of its members clerk of the district.

As an alternative to the procedures set forth in this section, a city board of education whose members are elected in accordance with a city charter for terms of office commencing in December, may hold its annual organizational meeting required in this section between December 15 and January 14, inclusive, as provided in rules and regulations which shall be adopted by such board. At the annual meeting the city board of education shall organize by electing a president and vice president from its members who shall serve in such office during the period January 15 next to the following January 14, unless removed from such office by majority vote of all members of the city board of education.

(Enacted by Stats. 1976, Ch. 1010.)

Retrieved October 21, 2013 from: <http://gamutononline.net/DisplayPolicy/131390/5>.

8.5.3

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Sunshine Proposals for Negotiations Regarding the Collective Bargaining Agreement Between Western Placer Unified School District and the Western Placer Teachers Association

AGENDA ITEM AREA:

Discussion/Information

REQUESTED BY:

Ryan Davis
Assistant Superintendent for
Personnel Services

ENCLOSURES:

Sunshine Proposals
for WPUSD and WPTA.

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

December 3, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

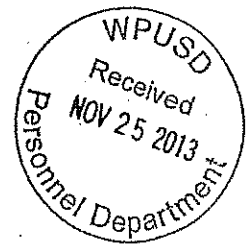
Pursuant to Government Code section 3547, all contract proposals of the recognized employee groups and of the District must be presented at a public meeting of the District. This is commonly referred to as "Sunshining" the proposals. The Western Placer Unified School District and the Western Placer Teachers Association are both proposing opening Articles for negotiations for a successor Collective Bargaining Agreement as the current Agreement ends on June 30, 2014. Both proposals are presented in this agenda item (see attached) in order to allow the members of the public to become informed and have an opportunity to express themselves regarding the proposals. There is no action required regarding this item at this meeting and this item will return at a future meeting for the Board to act on the District's proposal.

RECOMMENDATION:

Administration recommends the Board of Trustees hear comments from the public regarding the proposal.

8:6

Western Placer Teachers Association's
Sunshine Proposal for the Term July 1, 2014 to June 30, 2017
To the Western Placer Unified School District



The Western Placer Teachers Association and the Western Placer Unified School District are parties to a Collective Bargaining Agreement which remains in full effect until a new contract is reached.

The Western Placer Teachers Association wishes to explore changes to the following articles:

Article I- Agreement

Article VII- Teaching Hours

Article IX- Class Size

Article X- Assignment/Reassignment/Transfer

Article XIII- Salaries

Article XIV- Employee Benefits

Article XXVII- Safety

Appendix A- Certificated Salary Schedule

Appendix B- Special Assignment Salary Schedule

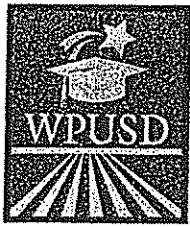
Appendix G- Compensation for Exceeding Class Size Maximums

Appendix H- Certificated Staffing Assignment Notice

A handwritten signature in cursive script, appearing to read "Jennifer Chandler", written over a horizontal line.

Jennifer Chandler, Chief Negotiator, WPTA

November 20, 2013



WESTERN PLACER UNIFIED SCHOOL DISTRICT

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

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

Superintendent: Scott Leaman

VIA Electronic Mail & District Mail

November 25, 2013

Jennifer Chandler, WPTA Bargaining Chair
Twelve Bridges Middle School
770 Westview Drive
Lincoln, CA 95648

Re: WPUSD Sunshine Proposal for Negotiations on the Successor Agreement

Dear Jennifer,

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

- *Article I, Agreement*
- *Article VII, Teaching Hours*
- *Article VIII, Leaves*
- *Article IX, Class Size*
- *Article X, Assignment/Reassignment/Transfer*
- *Article XII, Certificated Personnel Evaluation*
- *Article XIII, Salaries*
- *Article XIV, Employee Benefits*
- *Article XV, Work Year*
- *Article XXIII, Peer Assistance and Review*
- *Article XXVII, Safety*
- *Article XXVIII, Entire Agreement*
- *Appendix A, Salary Schedule*
- *Appendix B, Special Assignment Salary Schedule*
- *Appendix G, Compensation for Exceeding Class Size Maximums*
- *Appendix H, Certificated Staffing Assignment Notice*

8.6.2

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

Sincerely,



Ryan Davis
Assistant Superintendent of Personnel Services

CC: Scott Leaman, Superintendent (Via Email PDF)
Mary Boyle, Deputy Superintendent (Via Email PDF)
Tara McCroskey, WPTA President (Via Email PDF)

8.6.3²