

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

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

DISTRICT ADMINISTRATION

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

School	CALPADS	3/5/2019	4/4/2019
Sheridan Elementary (K-5)	56	54	56
First Street Elementary (K-5)	439	432	439
Carlin C. Coppin Elementary (K-5)	444	454	452
Creekside Oaks Elementary (K-5)	589	612	620
Twelve Bridges Elementary (K-5)	644	648	647
Foskett Ranch Elementary (K-5)	412	417	422
Lincoln Crossing Elementary (K-5)	666	673	671
Glen Edwards Middle School (6-8)	869	871	869
Twelve Bridges Middle School (6-8)	796	801	803
Lincoln High School (9-12)	2,004	2,006	1,999
Phoenix High School (10-12)	100	84	82
SDC Program (18-22)	14	11	10
TOTAL	7033	7,063	7,070

SDC Pre-School

Foskett Ranch	29
First Street/LIP	15
Carlin C. Coppin	0

Parent Education

Continuing Educ. Classes	19
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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

April 16, 2019

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

AGENDA

2018-2019 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.

6:15 P.M. START

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. – 3rd Floor Conference Room
2. **COMMUNICATION FROM THE PUBLIC**

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

6:20 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room
 - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Kerry Callahan, Deputy Superintendent of Educational Services
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
 - 3.2 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION -**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF 15-514477
 - 3.3 **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
New High School Property APN: 329-020-041, APN: 329-020-043, APN 329-020-019
 - 3.4 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release -
Roll call vote:

7:00 P.M.

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

Regular Meeting of the Board of Trustees

April 16, 2019

Agenda

4.1 Page 9 - CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Kerry Callahan, Deputy Superintendent of Educational Services

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

4.2 Page 10 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

4.3 Page 11 - CONFERENCE WITH REAL PROPERTY NEGOTIATORS

New High School Property APN: 329-020-041, APN: 329-020-043, APN 329-020-019

4.4 Page 12 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release -

5. Page 14 - SPECIAL ORDER OF BUSINESS

Exemplary District Award

6. Page 16-52 - 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.

6.1 Certificated Personnel Report

6.2 Classified Personnel Report

6.3 Legal Services Agreement between Van Dermyden Maddux Law Corporation and Western Placer Unified School District for the 2018-19 School Year

6.4 Ratification of Contract with California Electronic Asset Recovery and Western Placer Unified School District

6.5 Ratification of Contract with Muzz Productions and Glen Edwards Middle School

6.6 Ratification of Contract with Clementine Photo Booths, LLC and Glen Edwards Middle School

6.7 Requests for School-sponsored trips involving out-of-state, out-of-country, and/or overnight travel

6.8 Ratification of Agreement for Environmental Services Regarding Scott M. Leaman Elementary School Project Permit Compliance with ECORP Consulting, Inc.

Roll call vote:

Regular Meeting of the Board of Trustees

April 16, 2019

Agenda

7. COMMUNICATION FROM THE PUBLIC

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8. REPORTS & COMMUNICATION

- Lincoln High School Student Advisory – Lindsey Ridgway
- Western Placer Teacher’s Association – Tim Allen
- Western Placer Classified Employee Association – Jim Houck
- Superintendent - Scott Leaman

9. ♦ ACTION ♦ DISCUSSION ♦ INFORMATION

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

- 9.1 Action **Page 54 – APPROVAL OF GUARANTEED MAXIMUM PRICE FOR LEASE LEASEBACK AGREEMENTS WITH ROEBBELEN CONTRACTING, INC., FOR THE SCOTT M. LEAMAN ELEMENTARY SCHOOL PROJECT - Adell (18-19 G & O Component I, II, III, IV, V)**

- In September 2018, the Board approved the selection of Roebbelen Contracting, Inc., for Lease Leaseback services for the Scott M. Leaman Elementary School Project.

- 9.2 Discussion/ Action **Page 80 – CONSIDER APPROVING RESOLUTION NO. 18/19.30 AUTHORIZING THE ELIMINATION AND/OR REDUCTION OF CERTAIN CLASSIFIED EMPLOYEE POSITIONS DUE TO LACK OF WORK/LACK OF FUNDS - Simon (18-19 G & O Component I, II, III, IV, V)**

- Pursuant to Education Code Sections 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No. 18/19.30.

Roll call vote:

- 9.3 Discussion/ Action **Page 83 – CONSIDER APPROVING REVISED CLASSIFIED CONFIDENTIAL SALARY SCHEDULE - Simon (18-19 G & O Component I, II, III, IV, V)**

- Due to an updated job description and increased educational requirement, there exists a need to approve a revised classified confidential salary schedule. More specifically, a change is proposed to the compensation and longevity for the Administrative Assistant to the Superintendent

Regular Meeting of the Board of Trustees

April 16, 2019

Agenda

10. BOARD OF TRUSTEES

10.1 FUTURE AGENDA ITEMS

The following are a number of agenda items that the Board of Trustees has been monitoring. They are 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.

- School Safety

10.2 BOARD MEMBER REPORTS/COMMENTS

11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **May 7, 2019 7:00 P.M.**, Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room
- **May 21, 2019 7:00 P.M.**, Regular Meeting of the Board of Trustees – First Street Elementary School, 1400 First Street, Lincoln

12. ADJOURNMENT

Accommodating Those Individuals with Special Needs:

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

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

Western Placer Unified School District

CLOSED SESSION AGENDA

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

Date: Tuesday, April 16, 2019

Time: 6:05 P.M.

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

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Bargaining Groups:

WPTA & CSEA Negotiations

Agency Negotiators:

Scott Leaman, Superintendent

Kerry Callahan, Deputy Superintendent of
Educational Services

Gabe Simon, Assistant Superintendent
of Personnel Services

Audrey Kilpatrick, Assistant Superintendent
Business and Operations

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 16, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

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

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SUBJECT:

CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION

AGENDA ITEM AREA:

Disclosure of Action Taken in
Closed Session

REQUESTED BY:

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

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 16, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

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

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

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SUBJECT:

CONFERENCE WITH REAL PROPERTY
NEGOTIATORS

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 16, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustee will disclose any action taken in closed session in regard Real Property (Parcel: 329-020-043, 329-020-041 & 329-020-019)

RECOMMENDATION:

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

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

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SUBJECT:

PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/
DISMISSAL/RELEASE

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Gabe Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 16, 2019

ROLL CALL REQUIRED:

Yes

BACKGROUND:

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

RECOMMENDATION:

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

SPECIAL ORDER OF BUSINESS

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

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

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SUBJECT:

Exemplary District Award

AGENDA ITEM AREA:

Special Order of Business

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 16, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

Administration will share about a group from the district who attended the Awards Ceremony to receive the Exemplary District Award. The Exemplary District plaque will be presented.

RECOMMENDATION:

CONSENT

AGENDA

ITEMS

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

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

DISTRICT GLOBAL GOALS

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SUBJECT:

Certificated Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabriel Simon *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

April 16, 2019

ROLL CALL REQUIRED:

Yes

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**

April 16, 2019

CERTIFICATED/MANAGEMENT

NEW HIRES: None

REQUEST FOR LEAVE OF ABSENCE (SHARED CONTRACTS): None

RESIGNATIONS:

1.	Name:	Erin Jacks
	Position:	English/Social Science Teacher
	FTE:	1.0
	Effective:	June 30, 2019
	Site:	LHS

RETIREMENTS: None

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

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SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabriel Simon *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

April 16, 2019

ROLL CALL REQUIRED:

Yes

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

April 16, 2019

CLASSIFIED/MANAGEMENT

NEW HIRES: None

REHIRE: None

TRANSFER/PROMOTION:

- | | | |
|-----------|------------------------|--|
| 1. Name: | Olga Alfaro Alfaro | Effective: 4/1/19 |
| Position: | Food Service Assistant | Site: Lincoln High School |
| Hours: | 3.75/5 days a week | |
| Days: | 10 months year | |
| | | |
| 2. Name: | Lorena Mariscal | Effective: 4/23/19 |
| Position: | Food Service Assistant | Site: Creekside Oaks Elementary School |
| Hours: | 3.5/5 days a week | |
| Days: | 10 months year | |

ADDITIONAL POSITION:

- | | | |
|-----------|-----------------------------|--|
| 1. Name: | Rebecca Cain | Effective: 3/26/19 |
| Position: | Campus Cafeteria Supervisor | Site: Twelve Bridges Elementary School |
| Salary: | CSEA, Range 13, Step B | Replacement |
| Hours: | .5 hours/5 days a week | |
| Days: | 10 Months/Year | |

RESIGNATIONS: None

RETIREMENTS: None

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

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SUBJECT:

Legal Services Agreement between
Van Dermeyden Maddux Law Corporation
and Western Placer Unified School
District for the 2018-19 School Year

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Scott Leaman 
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 16, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

Administration is requesting approval of legal services agreement with Van Dermeyden Maddux, Investigations Law Firm.

RECOMMENDATION:

Administration recommends the Board of Trustees approve for representation.



VAN DERMYDEN MADDUX
Investigations Law Firm

April 3, 2019

VIA ELECTRONIC MAIL: sleaman@wpusd.org

Scott Leaman
Superintendent
Western Placer Unified School District

Re: Engagement Letter for Investigative Services

Dear Mr. Leaman:

This letter will confirm your request to engage Van Dermeyden Maddux Law Corporation (the Firm) to provide investigative services for Western Placer Unified School District (Client). This Agreement will govern all services to be performed for this engagement.

Scope of Services. Client hires the Firm to perform legal services for Client in the form of an impartial investigation regarding complaints made against a District employee. The Firm will perform these duties as an attorney at law for the purpose of facilitating the rendering of legal advice to Client by its counsel. The Firm's communications, work product, and the final report will be protected from disclosure pursuant to the attorney-client privilege, unless waived by the Client.

Independence. As an independent contractor, the Firm has the right to determine the means, manner and findings related to the investigation. Client agrees to allow the Firm full discretion to undertake the investigation and otherwise make findings without influencing or interfering with the outcome. Client understands and acknowledges that the Firm will exercise its independent judgment to make whatever findings it deems are warranted based on the evidence developed in the investigation, and that this Agreement is not dependent on the Firm's making or failing to make any particular credibility determination, finding of fact, or conclusion.

Limited Scope Agreement. The scope of this attorney-client representation is limited. The Firm will perform an investigation as an attorney at law for the purpose of facilitating the rendering of legal advice to the client by its counsel. The Firm will not render a legal determination whether there were violations of any law or statute. The Firm will not act as an advocate or provide advice to Client with respect to what employment actions, if any, should be taken as a result of the findings. The Firm will not represent Client in any legal action or proceeding. It is expressly agreed that Client will look to its regular legal counsel for such services, as well as for advice with respect to issues which may arise

relating to the investigation. This includes, without limitation, the admonitions, if any, to be made to employees who are interviewed concerning confidentiality; the consequences of employee failure to cooperate in the investigation; the accessing of electronic and other data; document retention; litigation holds; appropriate interim employment measures pending investigation; compliance with the federal Fair Credit Reporting Act; and compliance with the California Investigative Consumer Reporting Agencies Act. Client also agrees it will look to its regular outside counsel for advice with respect to issues of attorney-client privilege, scope of privilege, waiver, and work product in connection with the Firm's services.

Client agrees it will comply with employer-required notice and consent rules to the extent applicable, including those under Civil Code sections 1786 et seq.

Cooperation. To perform our services effectively, the Firm requires the full cooperation and support of all representatives of the Client. You can assist us by keeping us fully informed as to facts and developments relevant to our investigative services. It is essential that each client (as well as any employees or representatives) provide us with accurate and complete information, including written materials when requested, and that you make personnel available to the extent required.

Confidentiality Admonitions. Client acknowledges that it is the Firm's practice not to provide any confidentiality admonitions unless directed to do so, in writing, by Client. Client acknowledges the decisions by the National Labor Relations Board in *Banner Health System*, NLRB No. 93 (2012) and *Banner Health System*, Case 28-CA-023438 (2015) (as well as the Public Employment Relations Board's decision in *Los Angeles Community College District* (2014), for public employers), which require an employer to provide a legitimate business justification in order to ask witnesses to keep an investigation confidential. Client agrees it will provide a confidentiality admonition in writing to Investigator before witness interviews commence, if Client determines such an admonition is appropriate. Investigator agrees she/he will notify Client if any changed circumstances arise that relate to the confidentiality analysis.

Fees and Costs. Client agrees to pay the Firm at the following rates:

Staff	Discounted Hourly Rates for Public Entities
Senior Partner	\$450
Partner	\$375
Senior Associate	\$300
Associate	\$265
Law Clerk	\$175
Paralegal	\$130

Time charged will include, for example, time spent interviewing witnesses, writing the report of the findings, reviewing documents and performing any necessary research. The time charged will also include travel time and the time the Firm spends on telephone calls and emails relating to Client's matter, including calls and emails with the Client, witnesses, potential witnesses, or counsel representing any of the parties.

Costs. The Firm may incur various costs and expenses in performing services under this Agreement. Client agrees to pay for all costs and expenses, in addition to the hourly fee. Specifically, Client agrees to pay a 2% administrative charge calculated on the service fees billed. This fee covers costs and expenses incurred in our handling of the matter, such as postage, photocopies, parking fees, bridge or other road tolls, fax charges, telephone charges and other similar charges. This administrative fee does not include other out-of-pocket charges incurred by the Firm, such as messenger and other special delivery fees, other travel costs such as mileage reimbursement at the federal standard mileage rate in effect for the year or a vehicle rental, meals, lodging, and similar charges. In the event of a vehicle rental, Client will be expensed for either the rental or calculated mileage at the federal standard mileage rate in effect for the year, whichever is less. Client will be responsible for reimbursing Firm for the out-of-pocket expenses as actually incurred by the Firm, and all costs and expenses will be charged at the Firm's cost. The Firm will not charge for word processing or overtime expenses associated with administrative personnel.

Billing Statements. The Firm will send Client periodic statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

Payment is due upon presentation of the invoice. Invoices that remain unpaid after sixty (60) days from the invoice date are immediately subject to a late payment charge of fifteen percent (15%) per year, accrued monthly. Because this matter is of a sensitive nature and subject to the attorney-client privilege, we recommend that you treat our invoices as confidential documents and safeguard them appropriately.

Any estimate of fees given by the Firm shall not be a guarantee. Actual fees may vary from estimates given.

Outside Experts. Should the matter require expertise from any outside consultants, you will have an opportunity in advance to: (a) approve the rationale for retention of same; (b) approve the selection of same; and (c) approve the rates and anticipated fees relating to such services. As of the time of this engagement letter, the Firm has not identified the need to hire an outside consultant to assist in this investigation, although there may be a need for transcription services relating to the tape recordings, if any, of the witness interviews.

Compensation for Post-Investigative Work. This engagement shall be considered concluded after the Firm has provided a final investigation report in this matter, whether oral or written. After the conclusion of this engagement, should a need arise for the Firm to respond to any subpoena or discovery, to provide testimony at deposition, trial or arbitration, or to otherwise perform services with

respect to any matter relating to or arising out of this engagement, Client shall compensate the Firm at its then applicable rates for time expended, including all required preparation time. Client agrees to reimburse the Firm for all reasonable fees and costs incurred in obtaining necessary representation for such proceedings, including legal fees and costs that the Firm incurs in preparing for such proceedings. Client shall also compensate the Firm at its then applicable rates for time expended in defending against any actual or threatened claim with respect to which the Firm is entitled to indemnification pursuant to this Agreement, below. If costs and/or expenses, including the costs of legal representation should reasonably be expected to exceed \$5,000, Client shall advance the funds to the Firm or the Firm's designee.

Indemnification. Client agrees to defend, indemnify and hold the Firm harmless for and against all actions, claims, and complaints, whether formal or informal, actual or threatened, arising from or related to the investigation brought or asserted against the Firm by any investigation interviewee, Client employee or official, or anyone claiming through them. This right of indemnification shall not extend to any loss, liability, damage, or expense resulting from the Firm's actual negligence or other actual misconduct. Any right of defense or indemnification shall be undertaken by Client at its sole expense and under its control. In accordance with California Rule of Professional Conduct 3-400, this provision is not intended to apply to any potential professional malpractice action brought by Client against the Firm. The Firm agrees to defend, indemnify and hold the Client harmless for and against all other actions, claims, and complaints, whether formal or informal, actual or threatened, arising from or related to the investigation brought or asserted against the Client, other than those claims for which the Client is defending and indemnifying the Firm, as set forth above.

Discharge and Withdrawal. Clients may terminate the Firm's investigative services at any time effective upon delivery of written notice to the Firm. In this event, all unpaid charges will immediately become due and payable. Unless we specifically agree to do so, we will provide no further services and advance no further costs on the matter after we receive notice of termination. Our right to terminate services to a client is subject to certain Rules of Professional Conduct that: (a) require us to take reasonable steps to avoid foreseeable prejudice to the client from our withdrawal; and (b) establish standards for mandatory and permissive withdrawal under certain circumstances. Failure by a client to pay our bills in full, and on a timely basis, can constitute adequate grounds for us to withdraw.

No Warranty of Result. Although we believe that we can assist Client in reaching its goals, we cannot predict or represent that a particular result can be obtained. We can make no promises or guarantees regarding the outcome of the matter or matters that are the subject of our services.

Entire Agreement. This letter represents our entire agreement, which will be effective on the date of your signature. It supersedes all prior agreements, statements, or promises made before this time.

Severability. Should any provisions of this contract be declared to be invalid or unenforceable, the remainder of this contract shall remain in full force and effect.

Applicable Law. This Agreement shall be governed by the laws of the State of California. If it becomes necessary for either party to instigate litigation to enforce its rights under this agreement, such litigation shall be filed exclusively in the California state courts in the County in which the underlying matter is pending, or the United States District Court, and each of the parties waive any objection to

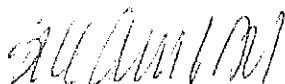
Scott Leaman
Superintendent, Western Placer Unified School District
April 3, 2019
Page 5

venue or personal jurisdiction with respect to any suit under this agreement so filed. The prevailing party in any such litigation will be entitled to recover from the other party all costs it incurs in connection with the dispute, including reasonable attorney's fees. The parties agree that if any portion of this agreement is found to be unenforceable or invalid by a court of law, then all other portions that can be separated from it or appropriately limited in scope shall remain fully valid and enforceable.

To signify Client's agreement with the terms of this letter, please sign the original and retain it for your files. You should sign the enclosed copy and return it to us for our files. An individual authorized to execute this Agreement on behalf of Client, should sign, date and return a copy of this letter to the Firm, signifying agreement to these terms.

Thank you for this opportunity to provide investigative services.

Very truly yours,



Sue Ann Van Dermiden

I am authorized to sign this Agreement. I have read and understand the terms of this Agreement. I hereby confirm the engagement of Van Dermiden Maddux Law Corporation to provide investigative services in accordance with its terms.

Western Placer Unified School District

Scott Leaman
Printed Name


Signature

Superintendent
Title

Date: April 3, 2019

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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


SUBJECT:

Ratification of Contract with California
Electronic Asset Recovery and Western Placer
Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Tech Department Funding

MEETING DATE:

April 16, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with California Electronic Asset Recovery (CEAR) and Western Placer Unified School District for electronic waste recycling services. The services include environmentally responsible electronic waste recycling, dismantling electronic waste onsite, and data sanitization. The cost of these services are outlined in Appendix B of the attached contract and will be paid with Tech Department funding.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between California Electronic Asset Recovery and Western Placer Unified School District.

SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into by and between California Electronic Asset Recovery ("CEAR"), located at 3678 LeMay Street, Mather, CA 95655 and Western Placer Unified School District ("Customer"), located at 810 J Street Lincoln, CA 95648. Terms and Conditions of this Agreement are attached Appendix A hereto and incorporated by reference herein.

In consideration of the mutual covenants set forth herein, the parties agree as follows:

I. SCOPE OF SERVICES:

A. CEAR'S services include the following:

1. CEAR agrees to provide Customer environmentally responsible electronic waste recycling services in accordance with the terms conditions stated herein.
2. CEAR maintains the highest environmental integrity, dismantling and processing all electronic waste on-site and sending the residual materials including plastics, glass & metals to approved downstream recyclers. CEAR also recognizes that re-use is the most environmentally effective way of recycling; therefore, we offer additional services to extend and maximize the life of electronic equipment.
3. CEAR holds updated environmental, health & safety management system and certifications from **ISO 14001, OSHAS 18001, e-Stewards and R2**.
4. CEAR will provide complete solutions to data sanitization (Onsite/Offsite Wiping/Shredding). We meet the highest industry and government standards (NIST, DoD, NSA, etc.) and will provide a Certification of Destruction (Appendix D & E).

B. CUSTOMER responsibilities include the following:

1. CUSTOMER agrees that all universal waste electronic devices (UWEDs) will be separated into the following categories on pallets, boxes and cages:
 - a) All CEW/CRT monitors/TVs
 - b) All other non-CRT CEW (laptops/LCDs/plasma/DVD players with screens >4")
 - c) All computers & servers (complete CPUs) & network equipment
 - d) Copiers/fax machines/scanners/multi-function units (possibly containing mercury lights)
 - e) Other acceptable universal waste – electronic devises. (Appendix C)
 - f) Universal Waste - Electronic Devices will **NOT** include trash or contaminates. Additional Charges will apply See NON-ACCEPTABLE items (Appendix C).
2. CUSTOMER agrees and understands that all e-waste must be separated into above categories, if mixed loads are received, a sorting fee will incur, unless otherwise agreed upon, in writing, by both parties.
3. CUSTOMER will provide packaging materials such as but not limited to pallets, boxes and stretch films, etc. CEAR can provide packaging materials for a fee to CUSTOMER.
4. All Pricing/Revenue is for delivered material to CEAR Facility in Mather, CA, unless otherwise specified. (Appendix B)
5. CUSTOMER agrees to provide CEAR a minimum of three (3) business days notice for shipments or pickups.
6. CUSTOMER must submit CEW Logs (CIWMB Form 198) three days before each shipment.

7. CUSTOMER will make all efforts to prevent breakage of the universal waste electronic devices. An additional handling fee for the entire load will apply for excessive breakage.

II. STATEMENT OF WORK:

- A. CEAR will provide e-waste recycling services to the Customer. Terms and Conditions of this Agreement are attached as Appendix A.
- B. Pricing and Revenue (Appendix B) includes pricing for recycling or reuse of CEW/CRT, other CEW, Non-SB CRT or display units, computers, servers, parts, components, peripherals and other accepted universal waste electronic devices (UWEDs).
- C. CEAR can provide the following logistic service; include scheduling, onsite packaging, picking up, and transporting materials to CEAR processing facilities. CEAR reserves the right to contract with a third party for logistic service upon prior notice to the Customer. Logistic services will be billed to the Customer according the Pricing and Revenue attachment (Appendix B).
- D. CEAR reserves the right to refuse/reject any load, especially with hazardous waste and excessive breakage.

III. Payments Term Options:

☐ All rebates and charges are settled for each shipment. Any net amount due to Customer is payable within 30 days from the receiving date. Any net amount due to CEAR is payable within 30 days from the invoice date.

☐ All rebates are due to Customer is payable within 30 days from the receiving date. Any charges due to CEAR is payable 30 days from the invoice date.

For SB20/50 CEW Rebate, completed logs must be received by CEAR three (3) business days before the shipment of CEW.

IV. California CEW Source Instructions:

DOCUMENTATION: SB20/50 CEW Rebate is subject to proper documentation of Collection Log Form 198, including date, customer name, street address, city, zip code, type of source and estimated weight and number of units. Contact name and telephone number is also required for all customers (including businesses) with five or more units. Completed CEW logs must be submitted to CEAR three (3) business days before the shipment for the shipment to be accepted.

DENIED CLAIMS: all non-logged CEW, Non-CRT units with missing Make/Model/Serial# information on the unit, and all CalRecycle denied CEW claims due to improper or unverifiable documentation will be charged at the rate difference between the CalRecycle current payment rate and the CEW rebate rates in Appendix B plus the chargeback of any CEW rebate that has been paid to customer. Non-logged CEW, Non-CRT units with missing Make/Model/Serial# information on the unit, and CEW on all claims denied by CalRecycle cannot be returned to the customer as the material will have been processed prior to the payment claim being submitted. Payments made to the customer for non-logged CEW and denied CEW claims will be invoiced and payable immediately and/or offset and deducted against future payments due the customer. For additional information, please go to <http://www.calrecycle.ca.gov/Electronics/Act2003>.

CEAR CEW#: 100194

Customer CEW ID#

V. Contact Information:

Initials: CEAR

Customer 

CEAR Customer Service:	Customer Representative:
CEAR Billing: Katie Xiong: 916-388-1777 ext. 223	Customer Billing:
CEAR Logistics: Kenneth Whaley: 916-388-1777 ext. 213	Customer Logistics:

VI. Effective Date: March 29, 2019

VII. Customer Information:

ATTACHMENTS:

Appendix A	Terms & Conditions
Appendix B	Pricing/Revenue
Appendix C	Acceptable & Not-Acceptable E-waste Items
Appendix D	Secure Destruction Service
Appendix E	Serial Number Recordation "Opt-Out" Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement of the date set forth below and agreed to all the terms & conditions:

Customer:

Signature:



Name:

Audrey K. Kipatnick

Title:

Asst Supt of Business Svs and Operations

Date:

4/2/19

CEAR:

Signature 1:

Name:

Stacey Henrikson

Title:

Corp Account Manager

Date:

Signature 2:

Name:

Jane Bei

Title:

CFO

Date:

Initials: CEAR

Customer



SERVICE AGREEMENT TERMS & CONDITIONS

1. **Scope of Services:** CEAR will perform the Electronic Waste recovery, reuse, recycle, and logistic services set forth in this Agreement, attached hereto and incorporated by reference herein.
2. **Acceptable Electronic Waste:** CRT/LCD/plasma televisions/monitors, laptop computers, portable DVD players, fax machines, printers, small kitchen appliances, servers, network equipment, telephones, telephone equipment, cell phones, PDAs, VCRs, stereos, cables, chargers, cameras, digital cameras, video game consoles, medical equipment that has been decontaminated, some of the consumer and industry electronics, (batteries & lights are accepted by agreement only). (See Appendix C for a complete list of acceptable items)
3. **Non-acceptable Waste:** Absolutely no items that are not electronic, including but not limited to; BIO Hazards, HHW including, paint, pesticides, chemicals, anything containing chemicals, large appliances, solar panels, smoke detectors, **any combustible items including propane tanks or aerosol cans** etc. If you are unclear about sending any item to CEAR for recycling, please call for prior approval. If the items are not included in the lists above and if any unacceptable items are received in a load, sorting and special handling charges will apply. (See Appendix C for a complete list of unacceptable items)
4. **Packaging:** E-waste will not be accepted, or additional sorting cost will be applied if it is delivered loose unless prior arrangement has been made. All E-waste must be securely packaged and safe for us to unload.
5. **Shipping:** Appointments required for dropping off at the CEAR facility with a minimum of three (3) day advance notice.
6. **Terms of Agreement:** This Agreement will begin on the date set forth on effective date and continue for the period specified unless terminated in writing by the parties. The Agreement shall automatically renew thereafter for additional term periods.
7. **Termination:** Either party may terminate this Agreement upon thirty (30) days notice in writing. If the Customer terminates this Agreement, the Customer agrees to reimburse CEAR for all costs and any non-cancelable obligations incurred up to the effective date of the termination.
8. **Modification/Changes of Agreement:** This Agreement shall be modified only by written notice. CEAR shall have the authority to change pricing/revenue schedule set forth in Appendix B upon written notification to the Customer.
9. **Definitions:**
 - a) **Waste Electronics** description as follows - all electronic waste generated or collected by Customer. Customer agrees not to deposit or ship any major household appliances, batteries, fluorescent light bulbs, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, and bio-hazardous or hazardous waste, toxic substance or material, as defined by characterized or listed under applicable federal, state, or local laws and regulations, of Special Wastes not approved in writing by CEAR. Title to and liability for Excluded Material shall remain with Customer at all times. If any other wastes are received without prior written consent, charges will apply accordingly.
 - b) **Covered Electronic Devices (CED)** – DTSC R-2006-02 66 66260 201 or Public Resource Code 42463 (f) (1): e.g. Computer Monitors, Televisions, Laptop Computers, LCD Monitors, etc.
 - c) **Universal Waste Electronic Devices (UWED)** – Discarded electronic devices that exhibit characteristic of toxicity or hazardous waste: e.g. Computers, Servers, Cellular Phones, Radios, Printers, Copiers, fax machines, video game consoles, telephones, etc.

Initials: CEAR

Customer



10. **Equipment Access.** All equipment furnished by CEAR shall remain the property of CEAR; however, Customer shall have care, custody and control of the equipment and shall accept responsibility for all loss or damage to the equipment while at the Customer's location. Customer shall provide unobstructed access to the equipment on scheduled service dates. Standby time will be charged at an hourly rate after one hour.
11. **Documentation.** Customer shall submit CalRecycle Forms 197 and 198, for each CEW shipment or alternative documentation as deemed appropriate in advance by CEAR. SB20/50 CEW rebate is subject to proper documentation of collection log Form 198 including customer name, street address, city, zip code, and a telephone number for all businesses with more than 5 pieces. All non-logged qualifying SB20/50, Non-CRT units with missing Make/Model/Serial# information on the unit, and all CalRecycle denied claims due to improper documentation will be charged at the rate difference between CalRecycle Rebate rate and the rebate rate to Customer in Appendix B plus the chargeback of any CEW rebate that has been paid to customer.
12. **Records and Inspections.** CEAR shall maintain full and accurate records with respect to all matters covered under this agreement. To the extent permitted by law, Customer shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all data, documents proceedings, and activities pertaining to this Agreement.
13. **Licenses and Permits.** CEAR shall maintain all necessary licenses, permits, certifications and insurances required by the federal, state and local laws and regulations, and any other appropriate credentials and certifications required by the customer.
14. **Regulatory Compliance.** The parties and their subcontractors, agree to comply with all applicable federal, state and local laws, rules, regulations and policies, including but not limited to, environmental, health and safety, labor, minimum wage, and fair employment practice.
15. **Non-Discriminatory Employment.** The parties and their subcontractors shall comply with all applicable federal, state and local anti-discrimination laws, rules, regulations and policies and shall not discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of the other party because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sexual orientation, age, medical condition (including HIV and AIDS) or physical or mental disability. The parties represent that they are in compliance with and agree that they will continue to comply with the Americans with Disabilities Act of 1990, and regulations and guideline issued pursuant thereto.
16. **Insurance.** Each party shall, at its sole cost, insure its activities and indemnification obligations in connection with this Agreement from its inception and shall keep in force and maintain insurance or self-insurance as follows: general liability, environmental liability, automobile liability, workers' compensation insurance and such other forms of insurance as may be necessary to provide coverage for its performance under this Agreement. The coverage required herein shall not in any way limit the liability of either party.
17. **Indemnification.** Each party shall defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including attorney's fees), and claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, Expense, attorney's fees, or claims for injury (including death) or damages are caused by or result from the neglect or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.
18. **Limitation of Liability.** Except with regard to its indemnification obligations, neither party will be liable to the other party for any indirect, special, incidental, exemplary or consequential damages, or costs including, but not limited to, any lost profits or revenues, even if such party has been advised of the possibility of such damages and regardless of the legal theory under which such damages are sought. **CEAR disclaims all warranties express or implied, including warranties of merchantability and fitness for a particular purpose. In no event shall CEAR's total liability under this agreement exceed the amount paid by the company for the services.**



19. **Excusable Delay.** In the event of a delay caused by inclement weather, fire, flood, strike or other labor dispute, acts of God, acts of Government officials or agencies, or any other cause beyond the control of CEAR, performance by CEAR is excused hereunder for the periods of time attributable to such a delay which may extend beyond the time lost due to one of more of the causes mentioned above
20. **Status of Parties.** This Agreement is not intended to create, nor shall it be construed to be, a joint venture, association, partnership, franchise, or other form of business relationship. Neither party shall have, nor hold itself out as having any right, power or authority to assume, create, or incur any expenses, liability or obligation on behalf of the other party, except as expressly provided herein.
21. **Third-Party Beneficiary.** There are no intended third-party beneficiaries to this Agreement.
22. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be treated as severable, leaving the remaining provisions unimpaired, provided that such does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants or conditions.
23. **Non-Waiver.** The failure of wither party to require the performance of any of the terms of this Agreement or the waiver by either party of any default under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.
24. **Applicable Law.** This Agreement shall be governed by the laws of the State of California without regard to its conflict of law's provisions.
25. **Headings and Captions.** Headings and captions in this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way effect the interpretation hereof.
26. **Authority.** Both parties represent that each has the full authority to perform its obligations under this Agreement has the authority to bind it.
27. **Survival.** Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.
28. **Entire Agreement.** This Agreement, including Part I which terms and conditions are made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in the Customer's purchase order or similar document shall have no effect. Any changes or additions to Sections 1-28, inclusive, of this agreement are invalid, unless approved in writing by the CEAR representative identified in the attached Service Agreement.

Appendix B

PRICING/REVENUE **Effective March 29, 2019**

Universal Waste Electronic Devices	Rebate	Charge
CEW (Covered Electronic Devices) CRTs: TVs & Monitors http://www.calrecycle.ca.gov/Electronics/Act2003	\$0.18/lb	
Projection TVs http://www.calrecycle.ca.gov/Electronics/Act2003	\$0.10/lb	
CEW Non-CRT: LCD Monitors and TVs; Plasma TVs; Laptops, DVD Players (Screen Size > 4") & etc. http://www.calrecycle.ca.gov/Electronics/Act2003	\$0.06/lb	
Universal Waste Electronic Devices (UWEDs): Computers, Servers, Net Work Equipment (Complete Units)	\$0.10/lb	
All Other Accepted UWEDs –Without Batteries and Mercury contained Devices		\$0.25/lb
All Other Accepted UWEDs –With Batteries and Mercury contained Devices		\$0.25/lb*
Non-Sourced, Units with missing labels for Make/Model/Serial# or CalRecycle payment Rejected CRTs, Non-CRT units containing screens		CalRecycle Payment Rates
Non-Opt-Out of Serial Number Recording		\$1.00/each
Transportation (Portal to Portal)		\$100/hr
Pallets		\$10/ea
Gaylord Box		\$15/ea
Shrink Wrap		\$15/roll
40-Yard Bin Rental		\$100 per month
Empty Bin Drop-off Fee (1st Time)		\$100/hour
e-Cage Rental		\$15 each/month

*CEAR will charge a recycling fee of \$6.00 per lb for all the batteries and lamps.

Items with Special Handling Fee - \$1.00/lb

- Microwave Ovens
- All Wood Encased Materials, i.e. speakers, furniture, etc.
- Ink Cartridges/Toner (Must be packaged separately to prevent toner/ink leakage)

Acceptable Recyclable Electronic Items

CEW (Electronic Waste with Screen Display) *

- CRT (Cathode Ray Tube) Monitors & TVs
- LCD (Liquid Crystal Display) Monitors & TVs
- Plasma Televisions
- Projection Televisions
- Laptop PCs
- DVD Players

***Units with 4" Screen or Larger**

Computers & Peripherals

- Desktop PCs
- Servers
- Network Equipment
- Main Frame Computers
- Telecom Equipment
- Hard Drives
- Power Supply Units
- Computer Peripherals, i.e. Keyboards & Mice

Office Products

- Copiers Printers
- Fax Machines
- Laser Scanners
- Multi-Function Devices

Consumer Electronics (Remove battery)

- VCRs
- Compact Disc Players
- Calculators
- DLP TVs
- Telephones
- Cell Phones
- Digital Cameras
- Vacuum Cleaners
- Stereo Equipment
- Cable Boxes/Receivers
- Video Game Consoles
- Small Kitchen Appliances (mixes, toasters, etc.)



Medical Equipment - Must be decontaminated and labeled

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character.

NON – ACCEPTABLE ITEMS

- **Radioactive Devices**- smoke detectors, exit signs, thermostats
- **Hazardous Waste**
- **Solar Panels including landscape lights and lamps**
- **Bio-Hazard**, i.e. medical test kits, syringes, adult toys, medical wastes
- **Hazardous Household Waste** - pesticides, paint, used oil, or cleaning supplies.
- **Mercury Containing** electric irons, thermostats, switches, and broken lamps.
- **Pressurized Containers** - such as fire extinguishers and propane canisters, butane canisters.
- **Items with glued in lithium batteries**, i.e. Hoverboards, Dyson vacuum, Samsung Galaxy 6 cell phones, etc.
- **Excessive E-Waste Breakage**
- **Loose damaged batteries and broken lamps**
- **All Non-Electronic Waste** – Items that do not have both a circuit board and a power cord
- **Techno Trash** - such as CDs, VHS tapes and DVDs.
- **Large Household Appliances** - such as refrigerators, washers, dryers, ovens, water heaters, water coolers, all air conditioner units, space heater, etc.
- **Trash/Food Waste/Garbage/Green Waste**
-

Secure Destruction Service

CEAR provides secure destruction services in addition to the environmentally responsible Electronic Waste Recycling. The shredding services are available for floppy disks, tapes, x-ray film, office documents, hard drives, pin pads, any telecommunication device including radios, CBs, pagers, cell phones, etc., and any sensitive data storage device. The following information is a detailed guideline to the secure destruction procedures.

- CEAR contact: Stacey Henrikson, shenrikson@cearinc.com
- CEAR secure destruction pricing is a minimum of \$500.00 per hour for the first hour of destruction with a \$450.00 per hour charge for subsequent hours billed in 15-minute intervals. (If you have material that is not on the list, please call for a quote).
- CEAR will pick up sealed boxes of secure materials within the Greater Sacramento area. The cost per pick-up is \$175.00. If you are outside of Sacramento County, the transportation cost will be \$100.00 per hour, portal to portal.
- This price is only for Secure Destruction at the CEAR Facility.

Customer is responsible for the following procedures:

- After materials for destruction have been packaged to the below specifications, please call our dispatcher at 916-388-1777, x213 to make an appointment for drop-off or pick-up. If CEAR will be making the pick-up, it will occur no later than 3 days after the request has been made.
- All materials must be separated according to category and in separate boxes, i.e., hard drives, computer backup tapes, server back-up tapes with reel, floppy disks, etc.
- Every box must have a lid and be sealed and labeled at time of pick-up or drop-off.
- If CEAR will be making the pick-up, materials for destruction must be packaged ready to go either at the loading dock or a central location on the first floor of the building. Customer is welcome to follow our truck and view the destruction live.

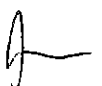
Secure Destruction Procedures at the CEAR facility:

- CEAR's screened destruction employees will weigh all the sealed boxes of materials for destruction as a total weight.
- Shred the materials under surveillance video.
- Invoice and destruction certificate will be sent within 30 days.
- Destruction Certificate will include the total weight of materials destroyed, time duration of destruction, and certified destruction employee's signature.
- CEAR can also provide more detailed reporting, i.e., S/N, Date Code, etc. for additional fees.
- All shredded material is then 100% recycled.

*For new customers, we encourage you to view the first shredding live at our facility.

Initials: CEAR

Customer



Serial Number Recordation "Opt-Out" Agreement

As a condition of NAID AAA Certification, California Electrical Asset Recovery is required to record the serial numbers of all hard drives (loose or container in electronic devices) that will be physically destroyed and/or sanitized, unless their clients release them from that requirement in writing and in advance by executing this form.

The recording of serial numbers of hard drives that will be destroyed/sanitized can be considered a critical element in determining, investigating and defending against regulatory non-compliance, potential data breaches, and data breach notification requirements. Failure to obtain a written record of the serial numbers of destroyed computer hard drives could possibly be considered irresponsible or negligent in the event that the proper destruction of those devices is questioned at some point in the future.

AGREEMENT

I _____, as a duly appointed and authorized representative of _____ ("Customer"), do hereby release California Electrical Asset Recovery from their obligation under the NAID AAA Certification requirements to record the serial numbers of computer hard drives (loose or contained in electronic devices) that are physically destroyed and/or sanitized by them on our behalf in accordance with the existing terms of service. I understand that _____ ("Customer") will still be provided with a Certificate of Recycling or Destruction (with additional cost), to include the date and the quantity of the items that have been securely destroyed and/or sanitized.

I agree that NAID and California Electrical Asset Recovery will be held harmless from all claims, loss, or threatened loss, or any expense by reason of the liability or potential liability arising from the unrecorded serial numbers of recycled/destroyed computer hard drives.

Signature

Print

Company Name

Date

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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


SUBJECT:

Ratification of Contract with
Muzz Productions and
Glen Edwards Middle School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Co-Curricular/Yearbook Donations

MEETING DATE:

April 16, 2019

ROLL CALL REQUIRED:

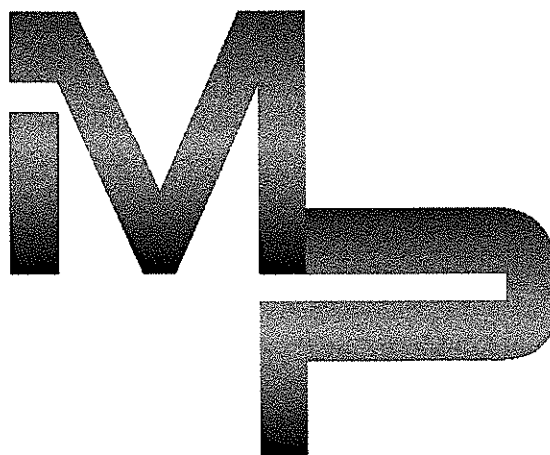
No

BACKGROUND:

The attached contract is for services with Muzz Productions and Glen Edward Middle School. The services include disc jockey services for the 8th Grade Promotion Dance at GEMS on June 5th, 2019 from 7:00 pm to 10:00 pm. The total cost of these services is \$600.00 which will be paid with the Yearbook Co-Curricular fund.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Muzz Productions Booths and Glen Edwards Middle School.



MUZZ PRODUCTIONS

One Night, One Company, Pure Entertainment

916 -947 - 6899

WWW.MUZZPRODUCTIONS.COM

This contract is an agreement for personal services of a Disc Jockey (hereinafter called "DJ") for the event described below. This is Between the undersigned Client of this service (hereinafter called "Purchaser) and agent for the DJ, Muzz Productions.

DATE OF EVENT: WEDNESDAY June 5, 2019 8th Grade Celebration!

EVENT LOCATION: Glen Edwards Middle School

ADDRESS OF THE VENUE: 204 L Street, Lincoln, Ca. 95648

VENUE CONTACT NAME & PHONE #: Ramruiz cell: 916 -390 - 6216

TIME MUSIC STARTS: 7:00 PM TIME MUSIC ENDS: 10:00 PM

Set Up Time: Around 5PM

(set up time IS NOT THE START TIME & may vary due to unforeseen circumstances such as; transportation problems, equipment failure, etc. In The event that the DJ becomes ill or gets into an accident, epidemic, acts of God or any other legitimate conditions beyond the DJ's control. MUZZ PRODUCTIONS will make all reasonable efforts to find a replacement DJ. Should MUZZ PRODUCTIONS be unable to find a replacement DJ, the Purchaser shall receive a full refund of all monies received. In all other circumstances, MUZZ PRODUCTIONS liability shall be limited to the cost of the services it is contracted to provide.

TOTAL FEE AGREED UPON BY JOE MUZZALUPO / MUZZ PRODUCTIONS : \$ 600.00

(This constitutes the full amount for the DJ for this event. *Any gratuity paid is greatly appreciated and is the sole property of the DJ / MUZZ PRODUCTIONS and MUZZ PRODUCTIONS makes no claims whatsoever.*

****ALL PAYMENTS SHALL BE MADE PAYABLE TO Joe Muzzalupo.**

A NON-REFUNDABLE DEPOSIT IN THE AMOUNT OF \$ 00.00 IS REQUIRED.

PURCHASER SHALL PAY THE BALANCE OF \$ 600.00 and will be due by check immediately day of the event. ALL BUSINESS TRANSACTIONS WILL BE CONDUCTED BY OWNER JOE MUZZALUPO ONLY.

SERVICES INCLUDE:

**3 hours DJ Services with LED dance area lighting on 2 trusses
area uplighting for building walls if needed (?)**

**PLEASE PUT CHECK INTO A SEALED ENVELOPE MARKED
"JOE MUZZALUPO"**

Dates are booked on a first come, first serve basis by order of CONTRACT received. I have read and accepted the terms of this agreement. I understand that this is the entire agreement and any modifications must be in writing and signed by both the purchaser and MUZZ PRODUCTIONS.

 4/4/19

Authorized signature of Purchaser
(Must be 18 years of age or older)


JOE MUZZALUPO

Joe Muzzalupo/Muzz Productions
5705 Terrace Drive
Rocklin, California 95765
(916)-947-6899

Thank you for choosing **MUZZ PRODUCTIONS!**

TAX I.D. 312607631

Terms of Agreement

1. Muzz Muzik/MUZZ PRODUCTIONS will supply audio equipment, music. Theatrical Lighting & Video Projection (if added to contract for additional fees) and entertainment for occasion, date, and amount as specified in this contract.
2. To Secure this reservation of our services, Purchaser has (7) days to sign & return this agreement to MUZZ MUZIK/ MUZZ PRODUCTIONS in order for this contract to be valid and secure. Once (7) SEVEN days have passed and purchaser has NOT signed and returned this to MUZZ MUZIK/MUZZ PRODUCTIONS, this contract is void & do not have a binding contract anymore and MUZZ MUZIK/MUZZ PRODUCTIONS will open calendar to other potential customers. Our Service is booked on a first come, first serve basis. To reserve date and services, this contract must be returned within stated time frame (7) days with a 50% deposit , **unless other payment arrangements have been made.** 1st payment (deposit) is non-refundable. If the Purchaser cancels Event within 180 days of contracted event, 25% of the remaining balance will be due. If the Purchaser cancels Event within 120 days of contracted event, 50% of the remaining balance will be due. If the Purchaser cancels Event within 60 days of contracted event, 100% of the remaining balance will be due. Should collection become necessary, the Client shall be responsible for all collection company fees, court costs and actual attorney fees incurred by MUZZ MUZIK/MUZZ PRODUCTIONS, in addition to the sum and conditions agreed upon.
3. If re-scheduling by client is requested, payments will be transferable to a change of date based on the availability of MUZZ MUZIK/ MUZZ PRODUCTIONS calendar. If MUZZ MUZIK /MUZZ PRODUCTIONS is unavailable for re-scheduled date, MUZZ MUZIK is not required to appear and the Purchaser agrees to be fully responsible for the amount due as stated in item two (2) above. Should collection become necessary, the Client shall be responsible for all Collection Company fees, court costs and actual attorney fees incurred by Muzz MUZIK /MUZZ PRODUCTIONS, in addition to the sums agreed upon.
4. We guarantee to show up or the Purchaser will receive the return of payments. No other guarantees apply.
5. **Final payment for all products and services, including DJ services, are due no later than day of The Event - payable to Joe Muzzalupo / MUZZ MUZIK/MUZZ PRODUCTIONS by check, money order, cashier's check or cash.** Should the balance become overdue, the Purchaser will have to make arrangements for payment to be paid in full the following Monday. If payment is not received on this stated day (Monday which follows event date) and no verbal or written explanation of when balance will be paid, **A \$50 late fee** will be charged to total and all upcoming future events with purchaser will cease until payment has been made in full. Should collection become necessary, the Purchaser shall be responsible for all Collection company fees, court costs and actual attorney fees incurred by MUZZ MUZIK/ MUZZ PRODUCTIONS, in addition to the original sum agreed upon.
6. Any overtime beyond the scheduled contracted time requested by above client will be charged a prorated fee per half-hour, rounded up to the nearest five dollar increment, payable in advance any time before the half-hour segment begins and to be paid in cash.
7. MUZZ MUZIK / MUZZ PRODUCTIONS is not liable for late start time due to any lack of elevator and/or ramp/dock access if needed, for the purpose of transporting equipment to the room designated for set-up of said equipment. If MUZZ MUZIK / MUZZ PRODUCTIONS is unable to transport said equipment to designated room, an alternative room on the premises where access is available will be considered an acceptable alternative. If no alternatives are available, MUZZ MUZIK / MUZZ PRODUCTIONS is relieved of the remainder of contractual obligations of this agreement and all other conditions related to the Purchaser obligations apply.
8. Should MUZZ MUZIK / MUZZ PRODUCTIONS choose to labor the transport of said equipment without the benefit of an elevator and/or ramp access if needed, a minimum \$200 additional labor charge applies and must be payable within 30 minutes of music start time. The Purchaser must approve any amount of more than \$200 said labor charges. If the Purchaser refuses to pay additional labor charges, MUZZ MUZIK / MUZZ PRODUCTIONS is relieved of the remainder of contractual obligations of this agreement and all other conditions related to the Purchaser obligations apply.
9. If entertainer is unable to perform due to "Acts of God" or "Acts of Terror" that cannot be anticipated, deposits will be transferable to a change of date that MUZZ MUZIK / MUZZ PRODUCTIONS is available.
10. The Purchaser agrees to furnish MUZZ MUZIK / MUZZ PRODUCTIONS with safe and appropriate working conditions. This includes but is not limited to, providing a solid, level surface to set up equipment; a physical space of at least 19 feet by 15 feet to accommodate all equipment; three separate, grounded, 120 volt, 20 amp outlets providing continuous power; a ceiling height of at least 8 feet, and a facility that completely covers and protects our equipment from adverse weather conditions (e.g. direct sunlight, temperatures below 50 degrees Fahrenheit, rain, snow, and excessive winds). Generators for outdoors events are not acceptable.
11. If it becomes necessary to tear down and re-set up at the request of the facility or the the Purchaser, additional charges of \$200 will be accessed and payable before any further performance begins. If the Purchaser refuses to pay these additional labor charges, MUZZ MUZIK / MUZZ PRODUCTIONS is relieved of the remainder of contractual obligations of this agreement and all other conditions related to the Purchaser obligations apply.

12. Protective covering for outdoors events not included. If protective covering is not provided, it is the DJ's option to discontinue performing, tear down, and store equipment if inclement weather appears threatening to performer and/or performer's equipment. If it becomes necessary to tear down and re-set up due to inclement weather, additional charges to above rates will be applied and payable prior to re-set up. No refunds for cancellation or down time due to inclement weather for outdoors events.
13. In the event of a power outage, MUZZ MUZIK / MUZZ PRODUCTIONS will cease operations until power is restored. Once power is restored, MUZZ MUZIK / MUZZ PRODUCTIONS will continue operations until the time specified on this agreement. MUZZ MUZIK / MUZZ PRODUCTIONS is not obligated to return moneys or any portion thereof for lost time due to power outages.
14. The Purchaser accepts full liability for any damage or injury sustained to equipment or personnel while on the premises other than that caused by MUZZ MUZIK / MUZZ PRODUCTIONS, and shall indemnify and hold harmless MUZZ MUZIK / MUZZ PRODUCTIONS from same. In no event shall MUZZ MUZIK / MUZZ PRODUCTIONS be liable for any other damages including, but not limited to, consequential damages and damages for mental anguish and distress. Purchaser accepts full responsibility for any and all damages done to the sound equipment i.e.; speakers, speaker stands, amps, cd players, mix board, cases and any and all of the lighting equipment i.e.; lights, truss & lighting stands, or theft of music supplies i.e.; laptops, cd's & cd cases, records, video dvd's, projection equipment i.e.; Video screens & video projectors, projector stands and all wires that is caused by Purchaser or his/her guests, customers, patrons, students etc.....
15. In the event of malicious behavior or circumstances deemed by MUZZ MUZIK / MUZZ PRODUCTIONS to present or imply a threat of damage or injury to MUZZ MUZIK / MUZZ PRODUCTIONS equipment or staff, MUZZ MUZIK / MUZZ PRODUCTIONS reserves the right to cease operations at the Event. The Purchaser will be responsible for payment in full and therefore no refunds due to cessation of playing music under these conditions apply. MUZZ MUZIK / MUZZ PRODUCTIONS allows ample time, not to exceed 20 minutes, to resolve the situation for operations to resume. MUZZ MUZIK / MUZZ PRODUCTIONS will not supply security. The Purchaser is responsible for security and safety of guests, which includes, but is not limited to, controlling guests and all other persons on the premises.
16. Creative control of music at stated Event is under the complete discretion of MUZZ MUZIK / MUZZ PRODUCTIONS excluding the 10 Must Play selections. All other music requests are accepted but are not a guarantee that the requested selections will be played. **Music that MUZZ MUZIK / MUZZ PRODUCTIONS / Private Owner / School Administration deems inappropriate will not be played.** ALL music must be approved by Administration / Purchaser before MUZZ MUZIK / MUZZ PRODUCTIONS is to perform at event. **A "No PLAYLIST" is to be made** by Administration/Purchaser before the event. If one is not made, MUZZ MUZIK / MUZZ PRODUCTIONS will take requests and make appropriate choices for the school. MUZZ MUZIK / MUZZ PRODUCTIONS is not liable if one is not made.
17. The Purchaser agrees that all photographs and/or videos taken and used by MUZZ MUZIK / MUZZ PRODUCTIONS of the the Purchaser and guests may be reproduced and used for promotional purposes at the discretion of MUZZ MUZIK / MUZZ PRODUCTIONS.
18. This contract agreement limits our liability; the Purchaser acknowledges and agrees that MUZZ MUZIK / MUZZ PRODUCTIONS shall not be liable for any damage or injury except as agreed above.
19. MUZZ MUZIK / MUZZ PRODUCTIONS is an independent contractor and not an employee of the Purchaser.
20. MUZZ MUZIK/ MUZZ PRODUCTIONS has a two million dollar Liability Insurance coverage for every event.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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


SUBJECT:

Ratification of Contract with
Clementine Photo Booths, LLC and
Glen Edwards Middle School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Co-Curricular/Yearbook Donations

MEETING DATE:

April 14, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Clementine Photo Booths, LLC and Glen Edward Middle School. The services include photography services for a yearbook signing school event at GEMS on May 30, 2019 from 2:30 pm to 4:30 pm. The total cost of these services is \$247.50 which will be paid with the Yearbook Co-Curricular fund.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Clementine Photo Booths and Glen Edwards Middle School.

EVENT BOOKING AGREEMENT

PLEASE SIGN AND RETURN THIS AGREEMENT TO:

Clementine Photo Booths, LLC
1778 W 8340 S

West Jordan, UT 84088

Office: 916.932.8505 Office: 503.902.5132 Office: 385.202.4606

Email: Services@ClementinePhotoBooth.Rentals

Website: <http://www.clementinephotobooth.rentals>

Agreement made on 3/26/2019 between
Clementine Photo Booths, LLC and:

Jason Noonan (Cust #)
Glen Edwards Middle School

Cell: 9164128841

Services Provided	Price
2 Hour Basic Package	\$240.00
Travel	\$19.50
Tax:	\$0.00
Total amount for services:	\$259.50

Retainer of \$0.00 is paid
Printed on 3/26/2019

To provide services for the above client on the date of 5/30/2019 between the hours of 2:30 PM to 4:30 PM for a school event to be held at the following location(s):

Glen Edwards Middle School in Lincoln

Required Retainer of \$247.50.

SERVICE PERIOD

We will arrive approximately 1 hour before the service period begins. If you would like us to arrive earlier you will be charged for idle time at the rate of \$40/hour. Provider agrees to have a photo booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth (changing photo paper, adjusting camera, adjusting printer, etc). In the event Provider is unable to supply a working photo booth for at least 80% of the Service Period, Client shall receive a prorated refund for time lost at a maximum rate of \$110/hour.

PAYMENT

A minimum of 50% retainer is due upon signing of this contract unless other arrangements have been agreed upon. Balances are due the week before your event. By signing this agreement you authorize Clementine Photo Booths to charge any balances to a credit card on file. We accept checks, Visa, Mastercard and Discover. We do not secure your date on our calendar until the deposit is received. If the rental time period exceeds the service period agreed to in the invoice below, the overage in rental time will be billed to the operator at the hourly rate of \$150 per hour, billed in half-hour increments of \$75. Payment for any overage in time must be paid before additional hours are provided. Client agrees that in addition to any and all other legal rights and remedies Provider may have, Client will pay a \$25.00 fee for any and all returned checks. Gratuity is not included in the payment.

ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space for the Photo Booth at event's venue. The photo booth requires a space 12' deep x 12' wide by 8' tall. This is to provide adequate space for both the booth and a table. Client is responsible for ensuring power is available for the Photo Booth. (110V, 5 amps, 3 prong outlet). Power outlet must be within 100' of booth. Generators are not compatible with our photo booths and thus will not work as means to provide power.

DATE CHANGES & CANCELLATIONS

Any request for a date change must be made in writing at least thirty days in advance of the original event date. Change is subject to photo booth availability and receipt of a new Service Contract. If there is no availability for the alternate date, the retainer shall be forfeited and event cancelled. Any cancellation occurring less than 90 days but more than 30 days prior to the event date shall receive 50% of deposit back. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received.

DAMAGE TO PROVIDER'S EQUIPMENT

Client acknowledges that it shall be responsible for any damage or loss to the Provider's Equipment caused by: a) Any misuse of the Provider's Equipment by Client or its guests, or b) Any theft or disaster (including but not limited to fire, flood or earthquake).

STAFF SAFETY

Abusive treatment of Clementine Photo Booths team members will not be permitted. This includes sexually suggestive or inappropriate touching, gestures, nudity, comments, verbally abusive language, threats, racist remarks, and any other hostile or unsafe actions or situations. On site staff will provide one warning to the contract holder or their agent if the incident can be resolved. Beyond this warning, any additional acts will be grounds for event/contract termination with no refund. Any incident of inappropriate touching will result in immediate event termination with no refund provided.

IMAGE HOSTING

All images from event will be hosted in a gallery on our website unless a written request to not host is received. Written requests can be in the form of a letter or email. Other types of requests can be to have the gallery removed from public view making it accessible by direct link only or to have the gallery password protected so that access can only be done with a password or both to have the gallery removed from public access and have it password protected. Any event containing images that are deemed inappropriate will automatically be password protected and the password will be emailed to you. The gallery will remain online for a minimum of one year for you and your guests to view, purchase prints and/or downloads.

INDEMNIFICATION

Client agrees to, and understands the following: a) Client will indemnify provider against any and all liability related to Client's Event during or after Client's event. Client will indemnify Provider from the time of service and on into the future, against any liability associated with Client. b) Client will indemnify Provider against any and all liability associated with the use of pictures taken within the photo booth its representatives, employees or affiliates at Client's event.

MODEL RELEASE (Excluding K-12 Schools)

PLEASE CIRCLE ONE. YES I agree to the model release below or NO I do not agree.

If neither item is circled we will assume you agree to the model release. If NO please mail your Photobooth Agreement to Clementine Photo Booths, LLC , 1778 W 8340 S, West

Jordan, UT 84088.

We realize some clients want the photos from their event to remain private, which is why we have the option above. We'd love to use your photos on our web site, but understand your privacy. Client agrees to, and understands the following: All guests using the photo booth hereby give to Clementine Photo Booths: The right and permission to copyright and use, photographic portraits or pictures of any photo booth user who may be included intact or in part, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. In addition I, hereby release, discharge and agree to save harmless Clementine Photo Booths, from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

MODEL RELEASE (K-12 Schools)

Out of concern for the privacy of your students. We will automatically assume that you do not agree to the modeling release.

OUTDOOR EVENTS

If the event is outdoors the client must provide a flat dry area for the photo booth within 100' of a 3-pronged electrical outlet. We reserve the right at any time to deny service outdoors for reasons of excess moisture or wind that may damage our electronics and/or booth enclosure. The client may request a survey of the venue by Clementine Photo Booths, LLC for an additional \$30.00. We will insure at this time that the area will work. If the client wishes to forgo the survey the client will take responsibility that the event location accommodates the photo booth.

MISCELLANEOUS TERMS

If any provision of these terms shall be unlawful, void, or for any reason unenforceable under Contract Law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof. Additionally, any action filed regarding a dispute which arises under or in connection with the Agreement must be filed in the Superior Court of Salt Lake County, Utah. This is the entire agreement between Provider and Client relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event of a conflict between parties, Client agrees to solve any arguments via arbitration. If the printer fails to print out photos on site the Provider will be allowed to give a web site to the client where there guests can download the digital files for their own use.

Agreed: _____ Date: _____
Clementine Photo Booths, LLC Representative

Agreed: Carrie Carlson Date: 3/27/19
Client Signature

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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


SUBJECT:

Requests for school-sponsored trips involving out-of-state, out-of-country, and/or overnight travel

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Deputy Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

Student Fees/School Funds/Donations

MEETING DATE:

April 16, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

Per Board Policy 6153, the Board of Trustees recognizes that school-sponsored trips are an important component of a student's development and supplement and enrich the classroom learning experience. School-sponsored trips may be conducted in connection with the district's course of study or school-related social, educational, cultural, athletic, school band activities, or other extra-curricular or co-curricular activities. A field trip to a foreign country may be permitted to familiarize students with the language, history, geography, natural science, and other studies relative to the district's course of study.

Requests for school-sponsored trips involving out-of-state, out-of-country, or overnight travel shall be submitted to the Superintendent or designee. The Superintendent or designee shall review the request and make a recommendation to the Board as to whether the request should be approved by the Board. All other school-sponsored trips shall be approved in advance by the principal.

Students will not be excluded due to inability to pay.

Information regarding the overnight field trips for which approval is being sought is as follows.

2019-2020 Overnight Field Trips

School Site: ATLAS / Phoenix High School

FIELD TRIP:	Outdoor Leadership Trip
BRIEF DESCRIPTION: (citing educational purpose)	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, then trip will include project based learning in ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	August 26, 27, 28, 29, 30 -2019
LOCATION(S):	Desolation Wilderness
LODGING ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson
STUDENTS PARTICIPATING:	Approximately 10 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

FIELD TRIP:	Outdoor Leadership Trip
BRIEF DESCRIPTION: (citing educational purpose)	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, then trip will include project based learning in ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	September 16, 17, 18, 19, 20 -2019
LOCATION(S):	Zion National Park
LODGING ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson
STUDENTS PARTICIPATING:	Approximately 6 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

2019-2020 Overnight Field Trips

Continued: ATLAS/Phoenix High School

FIELD TRIP:	Outdoor Leadership Trip
BRIEF DESCRIPTION: (citing educational purpose)	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, then trip will include project based learning in ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	October 15, 16, 17 -2019
LOCATION(S):	Point Reyes National Seashore
LODGING ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson
STUDENTS PARTICIPATING:	Approximately 10 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

FIELD TRIP:	Outdoor Leadership Trip
BRIEF DESCRIPTION: (citing educational purpose)	This field trip is part of the Outdoor Education/ATLAS Program. The purpose of the trip is to focus on the development of leadership and communication skills among diverse student learners. In addition, then trip will include project based learning in ELA, History and Science subject areas. Students will participate in original research related to each of these core subjects and then present research findings.
DATES:	April 21, 22, 23 -2020
LOCATION(S):	Point Reyes National Seashore
LODGING ACCOMMODATIONS:	Camping Tents
PERSON(S) COORDINATING:	Adam Salinger and Clint Nelson
STUDENTS PARTICIPATING:	Approximately 12 students
FUNDING SOURCE:	Program Funding, Student Donations, Grant Money

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Agreement for Environmental Services
Regarding Scott M. Leaman Elementary School Project
Permit Compliance with ECORP Consulting, Inc.

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Michael Adell
Director of Facilities



ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Measure N Bond Funds

MEETING DATE:

April 16, 2019

ROLL CALL REQUIRED:

Yes

BACKGROUND:

The District has been working through the process of obtaining a Nationwide Section 404 permit with the United States Army Corps of Engineers (USACE) for the Scott M. Leaman Elementary School Project to fill waters of the United States including vernal pools, wetlands, wetland swales, and other aquatic features and habitat. Included in the permit requirements is compliance with various measures associated with, but not limited to, the USACE 404 permit and California Environmental Quality Act (CEQA) Initial Study and Mitigated Negative Declaration documents.

ECORP Consulting, Inc., will be providing the environmental services including Worker Environmental Awareness Program, pre-construction species surveys, agency notifications and reporting, monitoring, and permit compliance assistance.

RECOMMENDATION:

Staff recommends the Board of Trustees Ratify the Agreement for Environmental Services Regarding Scott M. Leaman Elementary School Project Permit Compliance with ECORP Consulting, Inc.



27 March 2019
(P19-230)

New Contract

Scope of Work and Cost Estimate¹ for
Environmental Services
Regarding

Scott M. Leaman Elementary School Permit Compliance
(Placer County, California)

For
Western Placer Unified School District

Cost Estimate

Proposed Tasks:

Task One: Worker Environmental Awareness Program and Compliance Binder

A Worker Environmental Awareness Program (WEAP) training will be conducted by a qualified biologist prior to the start of construction activities. The training will satisfy requirements of the Initial Study and Mitigated Negative Declaration, USACE 404 Permit, and Biological Opinion. The training is designed to provide construction workers, contractors, and subcontractors with information on their responsibilities with regard to sensitive biological resources on the project site (i.e., western spadefoot, western pond turtle, nesting birds/raptors, vernal pool fairy shrimp, and vernal pool tadpole shrimp). Training material will be provided and will include information on the identification of sensitive biological resources, protocol for workers to follow should they encounter sensitive resources, and an outline of the potential penalties for failure to comply with the regulations for protecting biological resources. Hard hat stickers will be provided for WEAP training completion. This task also includes a compliance binder that will include documentation of all permits, WEAP training materials, completed WEAP training sign-in sheets, contact information for responsible personnel, project maps, and monitoring logs.

Assumptions:

Two onsite pre-construction trainings are included. If additional onsite trainings are required, a change order will be prepared.

Task One: \$3,500

Task Two: Pre-Construction Nesting Bird and Raptor, Western Spadefoot, and Northwestern Pond Turtle

A combined pre-construction nesting bird, Western spadefoot, and northwestern pond turtle survey will be conducted within 48 hours (two days) prior to the start of construction activities by a qualified biologist to detect the presence of species listed or other special-status species that may occur onsite. If nesting birds/raptors and/or western spadefoot are found during the survey, CDFW will need to be consulted. If northwestern pond turtle(s) are found during the survey the biologist will move the turtle(s) to the nearest suitable habitat outside of the project area. A brief memo summarizing the results of the survey, including survey methods, will be submitted to the Western Placer Unified School District (District).

Assumptions:

This task includes one full day for a biologist to conduct the survey and one round of review and revisions to the memo from the District. This cost estimate assumes that no active nests or special-status species are present and does not include consultation with CDFW. If consultation is needed, a change order will be prepared.

Task Two: \$4,000

¹ The cost estimate is based on time and materials and is valid for 90 days.

Task Three: Agency Pre-Construction Notifications, Annual Reporting, and Post-Construction Notice of Completion

ECORP will provide pre- and post-construction permit compliance and annual reporting consistent with agency permits. Annual reporting will include preparing up to one (1) annual report required by the RWQCB.

ECORP will prepare a Notice of Completion (NOC) following the end of construction. The NOC will include pre- and post-construction photos, as-built drawings/maps of work conducted, on-site/off-site mitigation, description/photos of all Best Management Practices (BMPs) installed, description/photos of restored Waters of the U.S., and a signed completion form. A draft of the NOC will be submitted to the District for review, and upon approval, submitted to the USACE and RWQCB no later than 30 days following the end of construction.

Assumptions:

This task assumes one round of review and revisions from the District and a pdf of the NOC provided to the District and agencies.

Task Three: \$6,000

Task Four: Permit Compliance Assistance/Project Management

ECORP will provide permit compliance assistance throughout the duration of project construction. This task includes the creation of a permit compliance table to track compliance with permit conditions and mitigation measures prior to construction, coordination with the District and contractor, and overall project management during construction.

Task Four: \$4,000

TOTAL COST ESTIMATE FOR TASKS ONE THROUGH FOUR: \$17,500

Expense Reimbursement/Other:

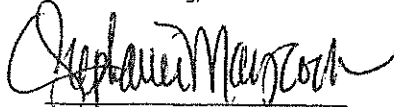
1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Copies (color and black and white), equipment and other direct expenses are reimbursed with a 14% administrative handling charge (excluding per diem).
3. Subcontractor expenses are reimbursed with a 12% administrative handling charge.
4. Mileage is reimbursed at current IRS rate with a 14% administrative handling charge.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. When non-standard billing is requested, time spent by office administrative personnel in Invoice preparation is a cost to the project and charged as technical labor.

ECORP Consulting, Inc. bills on a monthly basis. Our terms are NET 30. In the event an invoice is not paid within 30 days of receipt, we will assess a 3 % per month late charge on the overdue amount, which shall incur an interest charge thereafter at the rate of 1.5% per month of the outstanding balance. In the event of an outstanding balance, ECORP Consulting, Inc. reserves the right to cease all work on this project until the payment of the balance is received in full.

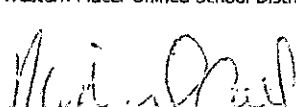
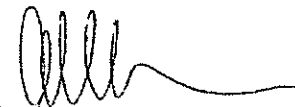
If we suspend work because of nonpayment, we do not assume liability for any damages that may arise as a result of that suspension of work. In the event any action is brought to enforce the terms of payment identified above, the prevailing party shall be entitled to reasonable attorney fees and court costs.

Agreed and Accepted:

ECORP Consulting, Inc.:


By: Emily Mecke
Title: Staff Biologist/Associate Project Manager
Date: 27 March 2019

Western Placer Unified School District:


By: Michael Adell
Title: Director of Facilities
Date: 3/26/19

Asst Supt of Business Svs and Operations
3/29/19

Scott M. Leaman Elementary School (2017-225.01NEW)

• 2525 Warren Drive

• Rocklin, California 95677

• Phone: (916) 782-9100

• Fax: (916) 782-9134

• Web: www.ecorpconsulting.com

INFORMATION

DISCUSSION

ACTION

ITEMS

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Guaranteed Maximum Price for Lease Leaseback Agreements with Roebbelen Contracting, Inc., for the Scott M. Leaman Elementary School Project

AGENDA ITEM AREA:

Action

REQUESTED BY:

Michael Adell
Director of Facilities

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Measure N

MEETING DATE:

April 16, 2019

ROLL CALL REQUIRED:

Yes

BACKGROUND:

In September 2018, the Board approved the selection of Roebbelen Contracting, Inc., for Lease Leaseback services for the Scott M. Leaman Elementary School Project. HMC Architects is providing the architectural and engineering services for the project and the plans and specifications for Increment 1 of the project have been approved by the Division of the State Architect (DSA). Plans and specifications for the subsequent Increment 2 have been submitted to DSA and in the process of being approved and stamped.

District staff and Roebbelen Contracting, Inc., have been in negotiations for the terms of the Guaranteed Maximum Price in order to execute the Site Lease Agreement, Sublease Agreement, and other necessary documents in order to complete the Scott M. Leaman Elementary School Project including, but not limited to, the construction of an administration building, multi-purpose room building, library, one-story classroom buildings, hardcourt, playfields and landscaping, underground utilities, and associated site work. Negotiations of the Guaranteed Maximum Price of **\$28,070,644.00** for the project are being completed and associated lease leaseback agreements are in order for execution by the District.

RECOMMENDATION:

Staff recommends the Board of Trustees approve the Guaranteed Maximum Price for Lease Leaseback Agreements with Roebbelen Contracting, Inc., for the Scott M. Leaman Elementary School Project.

Job: Scott M. Leaman E.S.

BLDG. SF 47,240

Location Lincoln, CA

Bid Date: 3/19/2019

Bid Time: 2:00 PM

Duration: 15 MOS.

Liquidated Damages: \$5,000 / CD

TOTAL: \$28,070,644

Revised: 4/11/2019

Sec.	Description	QTY.	Labor	Material	Eqipt.	Sub	Total	Contractor Name	Cost per Square Foot
	GENERAL CONDITIONS / SUPERVISION		0	0	0	921,250	921,250	RCON	\$19.50
	TESTING		0	0	0	0	0	0 BY OWNER	\$0.00
	PERMITS		0	0	0	0	0	0 BY OWNER	\$0.00
01 91 13	GENERAL COMMISSIONING REQUIREMENTS		0	0	0	0	0	0 RCONMEP	\$0.00
	SURVEYING		0	0	0	40,000	40,000	MVE	\$0.85
	SWPPP		0	0	0	138,950	138,950	TME	\$2.94
01 77 00	FINAL CLEANING		0	0	0	31,000	31,000	SJ GENERAL BLDG.	\$0.66
03 10 00	CONCRETE FORMWORK		0	0	0	0	0	0 IN 03 30 00	\$0.00
03 21 00	REINFORCING STEEL		0	0	4.082	204,100	204,100	206,182 GAMMA REBAR	\$4.41
03 30 00	C-I-P CONCRETE		0	0	0	2,487,000	2,487,000	RCON	\$52.65
32 16 00	SITE CONCRETE		0	0	0	0	0	0 IN 03 30 00	\$0.00
03 35 00	CONCRETE FLOOR FINISHING		0	0	0	0	0	0 IN 03 30 00	\$0.00
03 35 19	INTEGRALLY COLORED CONCRETE FLOOR FINISHING		0	0	0	0	0	0 N/A	\$0.00
	CLOUDED REVISIONS (3.29.19)		0	0	0	64,920	64,920	RCON	\$1.37
04 05 00	MORTAR & GROUT		0	0	0	0	0	0 IN 042200	\$0.00
04 22 00	CONCRETE UNIT MASONRY	380 SF	0	0	0	15,290	15,290	15,290 JOHN D. WAIT	\$0.32
05 12 00	STRUCTURAL STEEL		0	0	0	213,820	213,820	CAPITOL IRON WORKS	\$4.53
05 12 13	ARCHITECTURALLY EXPOSED STRUCTURAL STEEL		0	0	0	0	0	0 IN 05 12 00	\$0.00
05 50 00	METAL FABRICATIONS		0	0	0	0	0	0 IN 05 12 00	\$0.00
05 50 10	METAL PIPE BOLLARDS		0	0	0	0	0	0 IN 05 12 00	\$0.00
05 52 00	HANDRAILS & RAILINGS		0	0	0	0	0	0 IN 05 12 00	\$0.00
	STRUCTURAL STEEL - ALLOWANCE AT SECTIONAL DOOR		0	0	0	5,000	5,000	ALLOWANCE	\$0.11
06 10 00	ROUGH CARPENTRY		0	0	0	2,840,000	2,840,000	RCON	\$60.12
06 17 13	WOOD I-JOISTS		0	0	0	0	0	0 IN 06 10 00	\$0.00
06 18 00	GLUE LAMINATED CONSTRUCTION		0	0	0	0	0	0 IN 06 10 00	\$0.00
	CLOUDED REVISIONS (3.29.19)		0	0	0	56,765	56,765	RCON	\$1.24
06 20 00	FINISH CARPENTRY - INSTALLATION OF DOORS		0	0	0	0	0	0	\$0.00
06 41 16	CASEWORK		0	0	0	329,900	329,900	RR LAMINATES	\$6.98
06 61 16	SOLID POLYMER FABRICATIONS		0	0	0	0	0	0 IN 06 41 16	\$0.00
07 11 13	BITUMINOUS DAMPROOFING		0	0	0	0	0	0 NONE	\$0.00
07 13 26	SELF-ADHERING SHEET WATERPROOFING		0	0	0	0	0	0 NONE	\$0.00
07 19 00	WATER REPELLENTS		0	0	0	0	0	0 IN 09 90 00	\$0.00
57 18 13	TRAFFIC COATINGS-PEDESTRIAN		0	0	0	0	0	0	\$0.00
07 21 00	INSULATION		0	0	0	130,760	130,760	COAST	\$2.77
07 21 13	RIGID THERMAL INSULATION		0	0	0	0	0	0 NONE SHOWN	\$0.00

Job: Scott M. Leaman E.S.

BLDG. SF 47,240
Location Lincoln, CA

Bid Date: 3/19/2019
Bid Time: 2:00 PM

Duration: 15 MOS.
Liquidated Damages: \$5,000 / CD

TOTAL: \$28,070,644

Revised: 4/11/2019

Sec.	Description	QTY.	Labor	Material	Equipt.	Sub	Total	Contractor Name	Cost per Square Foot
07 26 13	WEATHER RESISTIVE AIR BARRIERS		0	0	0	216,430	216,430	ALCAL	\$4.58
07 46 46	EXTERIOR FIBER CEMENT PANELS		718,037	531,147	12,512	28,340	1,290,036	RCON	\$27.31
07 54 00	MEMBRANE ROOFING-THERMOPLASTIC 10 MIL POLYETHYLENE BARRIER AT ROOF (A10.51)		0	0	0	746,050	746,050	KODIAK	\$15.79
07 62 00	SHEET METAL FLASHING & TRIM		0	0	0	15,400	15,400	KODIAK	\$0.33
07 72 00	ROOF ACCESSORIES	7 EA	5,950	0	0	265,000	265,000	DKM	\$5.61
07 84 00	FIRESTOPPING		0	0	0	6,170	6,170	JORGENSEN	\$0.26
07 92 00	JOINT SEALANTS		0	0	0	0	0		\$0.00
08 12 13	HOLLOW METAL FRAMES-WELDED		0	0	0	94,480	94,480	RCON	\$2.00
08 13 13	HOLLOW METAL DOORS		0	0	0	429,257	429,257	MIDSTATE	\$9.09
08 14 16	FLUSH WOOD DOORS		0	0	0	0	0	0 IN 08 12 13	\$0.00
	ELECTRIC HINGES & ELECTRIC LOCKSETS-EXCLUDED CARD RDR	97 EA	0	0	0	116,400	116,400	MIDSTATE	\$2.46
	INSTALLATION OF DOORS, FRAMES & HARDWARE	192,335	0	0	0	0	0	192,335 CULBERT	\$4.07
	INSTALLATION OF DOORS, FRAMES & HARDWARE-ELECTRIFIED	94 EA	29,140	0	0	0	29,140	CULBERT	\$0.62
	ANCHOR POINTS FOR SUNSHADES (2/A10.31)	108 EA	0	0	0	10,800	10,800	ALLOWANCE	\$0.23
NO SPEC	ACCESS DOORS & FRAMES	26 EA	1,587	0	0	8,000	9,587	RCON	\$0.20
08 32 10	BARN (SLIDING) DOOR		0	0	0	0	0	0 IN 08 12 13	\$0.00
08 36 14	SECTIONAL OVERHEAD DOORS		0	0	0	119,425	119,425	SGCA DOORS	\$2.53
	SECTIONAL OVERHEAD DOORS- COUNTER ROLLING SERVICE		0	0	0	7,125	7,125	ALCAL	\$0.15
08 41 13	ALUMINUM FRAMED ENTRANCES & STOREFRONTS		0	0	0	452,693	452,693	RANKER AMG	\$9.58
08 80 00	ALUMINUM SUNSHADE AT BLDGS. A, C, D & E GLAZING		0	0	0	83,746	83,746	RANKER AMG	\$1.77
	ADD 2 STOREFRONT WINDOW ON EITHER SIDE SECTIONAL DOOR		0	0	0	7,000	7,000	0 IN 08 41 13	\$0.00
08 71 00	FINISH HARDWARE		0	0	0	0	0	0 IN 08 12 13	\$0.00
	INSTALL - DOORS & HARDWARE		0	0	0	0	0	0 IN 08 12 13	\$0.00
08 87 33	DECORATIVE FILM		0	0	0	0	0	0	\$0.00
08 91 19	METAL LOUVERS	11 EA	1,870	0	0	5,000	6,870	RCON	\$0.15
09 05 61	COMMON WORK RESULTS FOR FLOORING PREPARATION		0	0	0	205,758	205,758	BT MANCINI	\$4.36
09 06 00	SCHEDULES FOR FINISHES		0	0	0	0	0	0	\$0.00
09 29 00	GYPSUM BOARD CLOUDED REVISIONS (3.29.19)		0	0	0	591,312	591,312	DELTA CITY	\$12.52
			0	0	0	15,000	15,000	RCON	\$0.32
09 51 00	ACOUSTICAL CEILINGS - LAY IN		0	0	0	378,070	378,070	CEMCO	\$8.00
09 53 23	ACOUSTICAL SUSPENSION SYSTEMS		0	0	0	0	0	0 IN 09 53 23	\$0.00

Job: Scott M. Leaman E.S.

BLDG. SF 47,240

Location Lincoln, CA

Bid Date: 3/19/2019

Bid Time: 2:00 PM

Duration: 15 MOS.

Liquidated Damages: \$5,000 / CD

TOTAL: \$28,070,844

Revised: 4/11/2019

Sec.	Description	QTY.	Labor	Material	Eqipt.	Sub	Total	Contractor Name	Cost per Square Foot
09 65 13	RESILIENT BASE		0	0	0	227,609	227,609	BT MANCINI	\$4.82
09 65 19	RESILIENT TILE FLOORING		0	0	0	0	0	0 IN 09 65 13	\$0.00
09 65 20	RESILIENT FLOORING		0	0	0	0	0	0 IN 09 65 13	\$0.00
09 68 16	TILE CARPETING		0	0	0	0	0	0 IN 09 65 13	\$0.00
09 67 23	RESINOUS FLOORING-EPOXY		0	0	0	117,531	117,531	WEST COAST IND.	\$2.49
09 72 17	FIBERGLASS REINFORCED PLASTIC PANELS		0	0	4,284	28,569	32,853	UNIVERSAL PLASTICS	\$0.70
09 72 70	TACKABLE WALL COVERING		0	0	0	94,274	94,274	TECH-WALL	\$2.00
09 84 13	ACOUSTIC WALL PANELS		0	0	0	0	0	0 IN 09 51 00	\$0.00
09 84 36	ACOUSTIC CEILING BAFFLES		0	0	0	0	0	0 IN 09 51 00	\$0.00
09 90 00	PAINTING		0	0	0	294,364	294,364	WEST COAST	\$6.23
09 93 23	GRAFFITI RESISTANT COATINGS		0	0	0	0	0	0 IN 09 90 00	\$0.00
10 11 16	MARKERBOARDS		0	0	0	19,556	19,556	NELSON ADAMS	\$0.41
10 14 00	IDENTIFICATION SIGNS		0	0	0	57,387	57,387	ELLIS & ELLIS	\$1.21
10 14 23	SIGNS-RESTROOMS		0	0	0	0	0	0 IN 10 14 00	\$0.00
10 14 53	PARKING AREA SIGNS		0	0	0	0	0	0 IN 32 17 23	\$0.00
10 14 54	EXTERIOR SIGNS	59 EA	3,835	0	0	9,171	13,006	ELLIS & ELLIS	\$0.28
NO SPEC	DEDICATION PLAQUE	1 EA	0	0	0	5,000	5,000	ALLOWANCE	\$0.11
	CLOUDED REVISIONS (3.29.19)		0	0	0	5,000	5,000	ALLOWANCE	\$0.11
10 14 63	EXTERIOR ELECTRONIC SIGN-PEDESTAL SIGN		4,080	0	0	22,865	26,945	EBSCO	\$0.57
10 21 10	SOLID REINFORCED COMPOSITE TOILET PARTITIONS		0	0	0	34,830	34,830	MURPHY SPECIALTIES	\$0.74
10 28 00	TOILET ACCESSORIES		0	0	0	24,340	24,340	MURPHY SPECIALTIES	\$0.52
10 26 17	WALL PROTECTION		0	0	0	1,543	1,543		\$0.03
10 44 13	FIRE EXTINGUISHERS AND CABINETS	32 EA	10,080	0	0	7,132	17,212	JORGENSEN	\$0.36
10 51 13	METAL LOCKERS		0	0	0	800	800	RCON	\$0.02
10 75 00	FLAGPOLES	1 EA	2,064	500	0	4,013	6,577	INTERSTATE	\$0.14
10 80 00	MISCELLANEOUS SPECIALTIES		0	0	0	0	0		\$0.00
	COAT HOOKS (347 LF)		2,992	0	0	11,781	14,773		\$0.31
	REFRIGERATOR - OFCI (1 EA)		0	0	0	250	250		\$0.01
	ASSISTED LISTENING DEVICE - (1 EA)		0	0	0	2,500	2,500		\$0.05
11 40 00	FOOD SERVICE EQUIPMENT		0	0	0	355,000	355,000	KAMRAN & CO.	\$7.51
11 52 13	PROJECTION SCREENS	2 EA	340	0	0	6,592	6,932	NAVAJO	\$0.15
11 52 14	PROJECTION MOUNTS	2 EA	340	1,500	0	0	1,840	RCON	\$0.04
11 61 34	STAGE CURTAINS		0	0	0	67,748	67,748	STAGECRAFT	\$1.43
11 61 43	STAGE RIGGING PIPE GRID		0	0	0	0	0	0 IN 11 61 43	\$0.00

Job: Scott M. Leaman E.S.

BLDG. SF 47,240
Location Lincoln, CA

Bid Date: 3/19/2019
Bid Time: 2:00 PM

Duration: 15 MOS.
Liquidated Damages: \$5,000 / CD

TOTAL: \$28,070,644

Revised: 4/11/2019

Sec.	Description	QTY.	Labor	Material	Equipt.	Sub	Total	Contractor Name	Cost per Square Foot
11 66 00	ATHLETIC AND PLAYGROUND EQUIPMENT		0	0	0	0	0		\$0.00
	PLAYGROUND EQUIPMENT		36,551	0	0	90,660	127,211	NSP3/COMM. PLAYGROUND	\$2.69
	TETHERBALL	3 EA	4,128	0	0	1,681	5,809	NOR CAL OUTDOOR	\$0.12
	BASKETBALL	6 EA	1,376	0	0	10,801	12,177	NOR CAL OUTDOOR	\$0.26
	BALL WALL	2 EA	4,128	0	0	12,974	17,102	NOR CAL OUTDOOR	\$0.36
11 82 26	WASTE COMPACTORS	1 EA	0	0	0	21,735	21,735	FRG WASTE RESOURCES	\$0.46
12 24 13	ROLLER SHADES		0	0	0	51,220	51,220	RICOS	\$1.08
12 47 00	FLAT SCREEN MOUNTS	29 EA	9,976	0	0	3,138	13,114	NAVAJO	\$0.28
12 51 23	LIBRARY SHELVING - SECTION NOT INCLUDED WITH CLOUDED SET		0	0	0	45,063	45,063	SPACESAVER	\$0.95
12 64 00	FOLDING TABLES & BENCHES-INWALL UNITS	4 EA	3,100	42,342	0	0	45,442	PALMER HAMILTON	\$0.96
12 93 00	SITE FURNISHINGS		0	0	0	0	0		\$0.00
	BIKE RACKS (56 LF)	56 LF	2,720	0	0	6,635	9,355	NSP3	\$0.20
	PORTABLE METAL TABLES (7 EA)	7 EA	0	0	0	0	0	0 BY DISTRICT	\$0.00
	METAL BENCHES WITH BACKREST (8 EA)	8 EA	0	0	0	0	0	0 BY DISTRICT	\$0.00
	KNOX BOX (3 EA)	3 EA	516	0	0	1,500	2,016	RCON	\$0.04
21 00 00	FIRE SUPPRESSION SPRINKLER SYSTEMS		0	0	0	286,950	286,950	MARQUEE	\$6.07
22 00 00	PLUMBING		0	0	0	1,066,340	1,066,340	DINELLI	\$22.57
22 00 00	PLUMBING - GAS PIPING (SITE)		0	0	0	0	0	0 IN 31 00 00	\$0.00
23 00 00	HVAC		0	0	0	1,668,700	1,668,700	DKM	\$35.32
	TEMPORARY HEATING - ALLOWANCE		0	0	0	25,000	25,000	ALLOWANCE	\$0.53
	S/M FLASHING		0	0	0	0	0	0 IN 07 62 00	\$0.00
26 00 00	ELECTRICAL		0	0	0	2,798,500	2,798,500	DIVERSIFIED	\$59.24
27 00 00	COMMUNICATIONS		0	0	0	0	0	0 IN 26 00 00	\$0.00
28 00 00	ELECTRONIC SAFETY & SECURITY		0	0	0	0	0	0 IN 26 00 00	\$0.00
	CLOUDED REVISIONS (3.29.19)		0	0	0	115,000	115,000	DIVERSIFIED	\$2.43
	ACCESS CONTROL SYSTEM TRILOGY NETWORK (GATEWAYS FOR CARD READERS/KEY PAD)	6 EA	0	0	0	25,000	25,000	DIVERSIFIED	\$0.53
	TEMPORARY POWER - ALLOWANCE		0	0	0	50,000	50,000	ALLOWANCE	\$1.06
NO SPEC	SITE CLEARING		0	0	0	0	0	0 IN 31 00 00	\$0.00
31 00 00	EARTHWORK		0	0	0	3,047,135	3,047,135	GRANITE	\$64.50
31 23 33	TRENCHING AND BACKFILLING		0	0	0	0	0	0 IN VARIOUS TRADES	\$0.00
	GRADING AT PREVIOUSLY UNDISTURBED AREA.	45,400 SF	0	0	0	115,700	115,700	GRANITE	\$2.45
31 88	ASPHALT CONCRETE PAVING		0	0	0	0	0	0 IN 31 00 00	\$0.00
32 14 44	GRASS PAVERS		0	0	0	0	0	0 NONE SHOWN	\$0.00
NO SPEC	ARTIFICIAL TURF	900 SF	0	0	0	37,734	37,734	SYN LAWN	\$0.80
32 16 00	SITE CONCRETE		0	0	0	0	0	0 IN 033000	\$0.00

Job: Scott M. Leaman E.S.

BLDG. SF 47,240
Location Lincoln, CA

Bid Date: 3/19/2019
Bid Time: 2:00 PM

Duration: 15 MOS.
Liquidated Damages: \$5,000 / CD

TOTAL: \$28,070,644

Revised: 4/11/2019

Sec.	Description	QTY.	Labor	Material	Eqipt.	Sub	Total	Contractor Name	Cost per Square Foot
32 17 23	PAVEMENT MARKINGS & PARKING SIGNS W/ POSTS		0	0	0	60,410	60,410	SIERRA TRAFFIC MARKING	\$1.28
32 17 24	GAME LINES EXTERIOR		0	0	0	0	0	0 IN 32 17 23	\$0.00
32 18 26	PLAYGROUND SURFACING		0	0	0	0	0	0 IN 31 00 00	\$0.00
32 31 13.10	FENCES AND GATES - PVC COATED		0	0	0	305,650	305,650	RCON	\$6.47
32 31 19	FENCES AND GATES - ORNAMENTAL METAL		0	0	0	0	0	0 INCLUDED IN 32 31 13.10	\$0.00
	REINFORCING CAGES AT FENCE POSTS PER 8/A1.23.1		0	0	0	7,500	7,500	RCON	\$0.16
	INSTALLATION OF CARD READERS AT GATES	3 EA	516	0	0	0	516	RCON	\$0.01
32 80 00	IRRIGATION		0	0	7,500	476,000	483,500	AERCO	\$10.23
32 90 00	LANDSCAPING		0	0	0	0	0	0 IN 32 80 00	\$0.00
	HYDRO SEED AT "UNDISTURBED AREA" TO BE GRADED		0	0	0	22,700	22,700	ALLOWANCE	\$0.48
33 00 00	SITE UTILITIES		0	0	0	0	0	0 IN 31 00 00	\$0.00
33 40 00	SITE DRAINAGE		0	0	0	0	0	0 IN 31 00 00	\$0.00
	SITE SECURITY	6 MTHS	0	0	0	63,000	63,000	RCON	\$1.33
	FOREMAN		0	0	0	90,000	90,000	RCON	\$1.91
	FINANCING		0	0	0	227,001	227,001		\$4.81
7.25%	Sales Tax (Material Only)		1,035,661	575,489	28,378	23,413,793	25,053,320		\$530.34
			1,035,661	41,723	28,378	23,413,793	41,723		\$0.88
							25,095,043		\$531.22
							178,284		\$3.73
							0		\$0.00
							0		\$0.00
							205,305		\$4.35
							212,551		\$4.50
							25,689,193		\$543.80
							886,277		
							(19,184)		
							\$26,556,286		

Preconstruction Preferred Client Discount (19,184)
Total Construction Costs \$26,556,286

#	CONTINGENCIES	TOTAL
00 00 01	Contingencies	
00 00 02	PROJECT CONTINGENCY	5.25%
	DSA CONTINGENCY	0.5%
	ESCALATION	
01	TOTAL CONTINGENCIES	\$1,514,358
02		5.70%

SUBTOTAL GMP
(Includes Contingencies & Allowances)

\$594.21 /SF

**LEASE-LEASEBACK
SITE LEASE AGREEMENT**

Dated as of April 17, 2019

Between

Western Placer Unified School District

and

Roebbelen Contracting, Inc.

Scott M. Leaman Elementary School Project

Caledon Circle and Brentford Circle, Lincoln, CA 95648

**LEASE-LEASEBACK
SITE LEASE AGREEMENT
SCOTT M. LEAMAN ELEMENTARY SCHOOL PROJECT**

THIS LEASE-LEASEBACK SITE LEASE AGREEMENT ("Site Lease") is entered into as of _____, 2019, between the Western Placer Unified School District, a California public school district (the "Owner"), as lessor, and Roebbelen Contracting, Inc., a California corporation and licensed contractor (the "Contractor"), as lessee. Owner and Contractor are each a "Party" and together are the "Parties" to this Site Lease.

The Owner desires to provide for the construction of certain public improvements (the "Project") more fully described in that certain Lease-Leaseback Agreement, dated September 19, 2018, between the Owner and Contractor and located at Caledon Circle and Brentford Circle, Lincoln, California, (the "Site"); and

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 Project is to be constructed to Contractor, and subleasing from Contractor the Site, including the Project, under that certain Sublease Agreement dated _____, 2019, between Owner and Contractor (the "Sublease"); and

The Owner is authorized under California Education Code section 17406 to lease the Site, and its governing body has authorized the execution and delivery of this Site Lease; and

The purpose of the Site Lease is for Contractor to have necessary access to and use of the Site for the purpose of financing and constructing the Project; and

Contractor is authorized to lease the Site as lessee and to finance and construct the Project on the Site, and has authorized the execution and delivery of this Site Lease.

The Parties therefore agree as follows:

1. Site Lease. The Owner leases to Contractor and Contractor leases from the Owner, on the terms and conditions of this Site Lease, the Site more specifically described or depicted in **Exhibit A** attached to this Site Lease, including any real property improvements now or later placed on the Site. References in this Site Lease to the term "Contractor" means Contractor and Contractor's assigns for those rights, interests, and obligations that may be assigned by Contractor. The Site is leased to Contractor on an "as is" basis. Owner shall not be required to make or construct any alterations including structural changes, additions or improvements to the Site. By entering and taking possession of the Site pursuant to this Site Lease, Contractor accepts the Site in "as is" condition. Any agreements, warranties, or representations not expressly contained herein shall in no way bind either Owner or Contractor, and Owner and Contractor expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Site Lease or the Contract Documents.

2. Term. The term of this Site Lease ("Term") shall be coterminous with the term of the Lease-Leaseback Agreement. Upon termination of the Contract, as set forth in the Lease-Leaseback

Agreement, the Parties' respective interests under this Site Lease will automatically end and be released, and title to the Site and Project will automatically and fully vest in the Owner. The Project is and shall at all times be and remain the sole property of Contractor until termination of the Contract, and the Owner shall have no right, title, or interest in or to it until termination of the Contract, except as expressly set forth in the Sublease.

3. Representations and Warranties of the Owner. The Owner represents 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 Work, as set forth in the Lease-Leaseback Agreement, 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.

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.

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.

6. Purpose. Contractor shall use the Site solely for the purpose of constructing the Project on the Site and for subleasing the Site to the Owner. Contractor warrants that it will not engage in any unlawful activities on the Site and that Contractor will not engage in activities on the Site not authorized by the Owner.

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 beginning of the term of this Site Lease, 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 but not limited to the Project, shall remain on the Site and title to all such improvements shall vest in the Owner. Notwithstanding the Owner's rights in the event of termination under this Section 7, Contractor shall retain the right to full compensation for all services rendered before the termination in accordance with the Lease-Leaseback Agreement and the Sublease.

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.

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. Contractor warrants that at all times during this Site Lease, the Site and Project shall remain free and clear of all liens (including mechanic's liens), mortgages, deeds of trust, easements and all other encumbrances, other than liens existing at the time the Project starts, unless the Owner gives Contractor prior written permission to place, or allow to be placed, any liens, mortgages, deeds of trust, easements or other encumbrances on the Site.

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.

11. Assignment and Subleasing. Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the prior written consent of the Owner.

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.

13. 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 and the next succeeding Sublease Payment. The balance of the award, if any, shall be paid to the Owner.

14. 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.

15. Severability. If a court of competent jurisdiction shall hold any provision of this Site Lease invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Site Lease, unless elimination of such provision materially alters the rights and obligations embodied in this Site Lease.

16. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Parties and their respective successors in interest and permitted assigns, if any.

17. Amendments and Modifications. This Site Lease shall not be effectively amended, changed, modified, altered, or terminated without the written agreement of both Parties.

18. Execution in Counterparts. This Site Lease may be simultaneously executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

19. Applicable Law. This Site Lease and the rights of the Parties under it shall be governed by and construed in accordance with the laws of California.

20. 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 of this Site Lease.

21. Time. Time is of the essence in this Site Lease and all of its provisions.

22. 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, General Conditions, and other Contract Documents.

CONTRACTOR

OWNER

Roebbelen Contracting, Inc.

Western Placer Unified School District

By: _____

By: _____

Title: President

Audrey Kilpatrick
Assistant Superintendent, Business and Operations

By: _____

Title: Corporate Secretary

EXHIBIT A
LEASE-LEASEBACK SITE LEASE

DESCRIPTION OR DEPICTION OF SITE

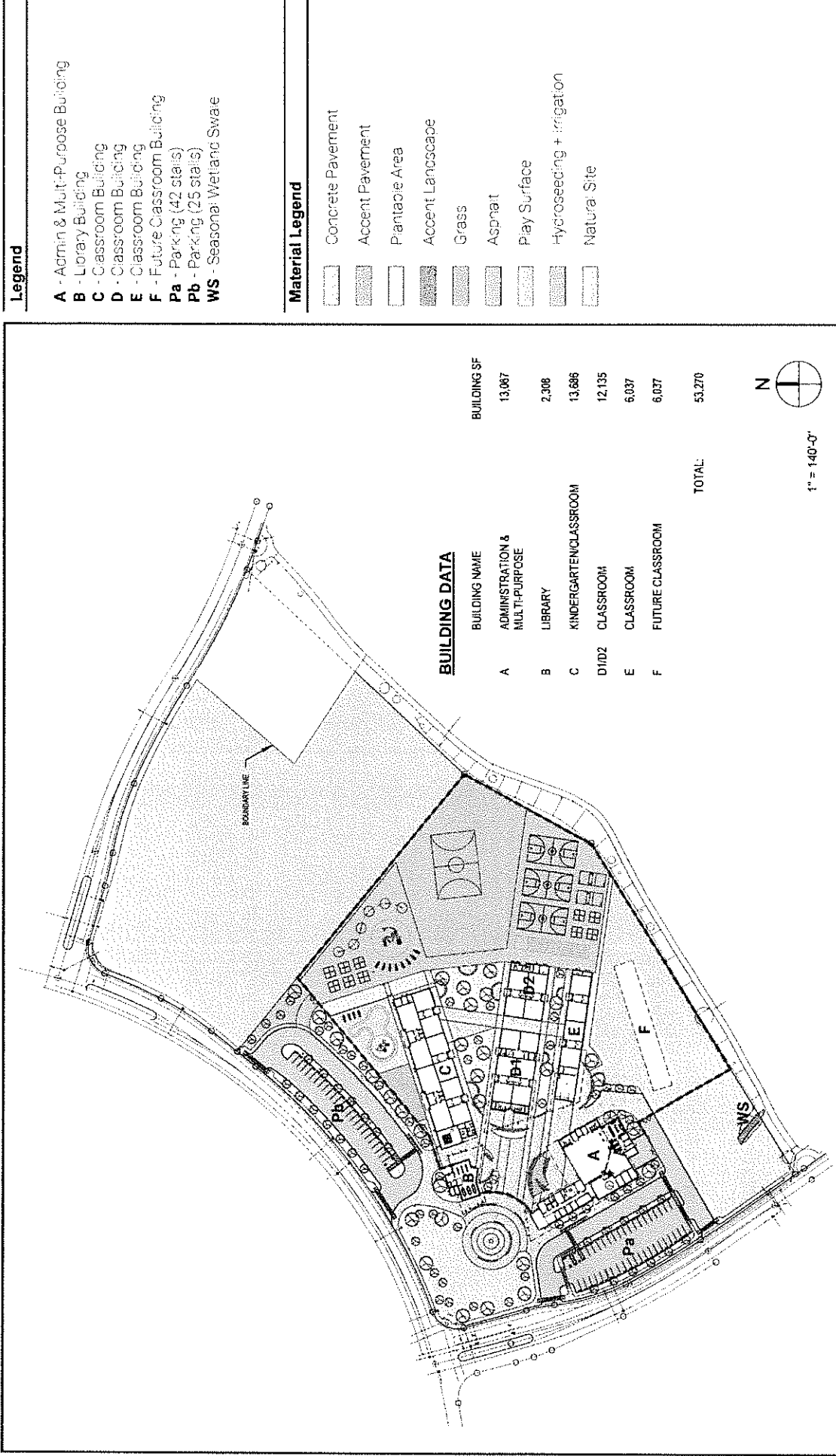
APN: 327-010-014
Caledon Circle and Brentford Circle, Lincoln, CA 95648

(See attached diagram depicting the Site)

1/29/2016

Aerial - Google Earth - 2,000 ft.jpg





**LEASE-LEASEBACK
SUBLEASE AGREEMENT**

Dated as of April 17, 2019

Between

Western Placer Unified School District

and

Roebbelen Contracting, Inc.

Scott M. Leaman Elementary School Project

Caledon Circle and Brentford Circle, Lincoln, CA 95648

**LEASE-LEASEBACK
SUBLEASE AGREEMENT
SCOTT M. LEAMAN ELEMENTARY SCHOOL PROJECT**

THIS LEASE-LEASEBACK SUBLEASE AGREEMENT (“Sublease”) is entered into as of _____, 2019 between Roebbelen Contracting, Inc., a California [corporation] and licensed contractor (“Contractor”), as lessor, and the Western Placer Unified School District, a California public school district (the “Owner”), as lessee. Owner and Contractor are each a “Party” and together are the “Parties” to this Sublease.

This Sublease is entered into by the Parties pursuant to California Education Code section 17406 (“Section 17406”), which permits the governing board of school district 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 provides 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.

The Owner deems it essential for its own governmental purpose to construct and install certain improvements (the “Project”) described in Section 1 of that certain Lease-Leaseback Agreement entered into between the Owner and Contractor and dated September 19, 2018, and situated on the Site described or depicted in Exhibit A of that certain Site Lease dated _____, 2019, between the Owner and Contractor.

Pursuant to Section 17406, the Owner is leasing the Site to Contractor under the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the Owner under the terms of this Sublease.

Contractor will finance construction of the Project. As part of its Sublease Payments (as described in Section 6, below) to Contractor, District will compensate Contractor for the cost of financing construction of the Project.

The Owner and Contractor therefore agree as follows:

1. Sublease. Contractor subleases to the Owner, and the Owner subleases from Contractor, the Site, including any real property improvements now or later placed on the Site. Reference in this Sublease to the term “Contractor” means Contractor and Contractor's assigns for those rights, interests, and obligations that may be assigned by Contractor. The purpose of this Sublease is (1) for the Owner to have necessary access to and use of the Site at such times and in such a manner as will not impede the construction of the Project; (2) for the Owner to obtain financing for the Project from the Contractor; and (3) during the term of the Sublease, for the Owner to enjoy beneficial use and occupancy of the Site and the completed Project.

During the term of the Sublease, Owner and its agents, employees and invitees may enter into and upon the Site and the Project at all reasonable times necessary for the Owner to conduct its business. During construction of the Project, the Owner shall not unduly disturb, or unreasonably interfere with Contractor’s work on the Project and related improvements to the Site. Following completion of the

Project, the Owner shall enjoy full and undisturbed use of the Site during the remainder of the Sublease Term.

2. Term. The term of this Sublease ("Term") shall be coterminous with the term of the Lease-Leaseback Agreement. Upon termination of the Contract, as set forth in the Lease-Leaseback Agreement, the Parties' respective interests under this Sublease will automatically end and be released, and title to the Site and Project will automatically and fully vest in the Owner. The Project is and shall at all times be and remain the sole property of Contractor until termination of the Contract, and the Owner shall have no right, title, or interest in or to it until termination of the Contract, except as expressly set forth in this Sublease.

3. Representations and Warranties 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 of California with authority to enter into and perform all of its obligations under this Sublease.

(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.

(e) 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.

(f) 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.

(g) The Owner 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.

(h) Except as may be permitted under federal or state laws, the Owner shall not allow any hazardous materials or substances to be used or stored on, under, or about the Site.

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 corporation and licensed contractor 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 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, except as permitted under this Sublease.

5. Construction/Acquisition.

(a) The Owner has entered into the Contract with Contractor in order to acquire and construct the Project, while enjoying use of the Site. The cost of the acquisition, construction and installation of the tenant improvements defined as the Project and the Owner's use of the Site under this Sublease is determined by the Total Sublease Amount as set forth in the Lease-Leaseback Agreement and *Exhibit A* of this Sublease.

(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.

6. Sublease Payments.

(a) Over the Term of this Sublease, the owner will pay to the Contractor the Total Sublease Amount in twenty (20) monthly installments, (each such installment being a "Sublease Payment"), pursuant to a Schedule of Sublease Payments which shall be prepared and executed by the Parties following approval by Owner of the Total Sublease Amount pursuant to Education Code section 17406(a)(3). Upon execution by the Parties, the Schedule of Sublease Payments shall be attached hereto as *Exhibit A* and shall be deemed incorporated herein by this reference.

(b) The Owner may adjust the Total Sublease Amount to account for any changes in the scope of the Project or use of the Site during the term of the Sublease. As set forth in the General Conditions, any changes in the Total Sublease Amount shall result in a prorated increase, or decrease, in Sublease Payments made following the adjustment to the Total Sublease Amount.

(c) The obligation of the Owner to pay Sublease Payments 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 in this Sublease constitute a pledge of the general tax revenues, funds, or moneys of the Owner.

If the Owner fails to appropriate or allocate funds, or secure financing, including bridge financing for future periodic payments under the Sublease after exercising reasonable efforts to do so, then 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.

7. Extension of Sublease Term.

(a) *Excusable Delay.* If the Date for Completion is extended by change orders that grant time extensions for delay pursuant to the Contract, then the Sublease Term shall be extended by one month for each full month of total time extensions, and Owner shall increase the number, and lower the equal dollar amounts, of the remaining Sublease Payments based on the months added to the Sublease Term.

(b) *Inexcusable Delay.* If the Project will not be completed by the Date for Completion set forth in the Lease-Leaseback Agreement due to delay that is not excusable under the terms of the Contract, including Article 8 of the General Conditions, then the Sublease Term shall be extended by one month for each full month of such delay, and Owner shall either (i) elect not to make a Sublease Payment during construction for each month added to the Sublease Term, or (ii) increase the number, and lower the equal dollar amounts, of the remaining equal Sublease Payments based on the months added to the Sublease Term.

(c) If the total delay in completion is only partially entitled to time extensions for excusable delay under the terms of the Contract, then the Sublease Term shall be extended by one month for each full month of total delay. If the delays entitled to time extensions are less than half of the total delay in completion, then the Owner shall elect between the procedures in Section 7(b)(i) and (ii) above; and if such delays are equal to or more than half of the total delay in completion, the Owner shall proceed pursuant to Section 7(b)(ii) above.

8. 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 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 from the Project and Site 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.

9. Sublease Abatement. Sublease Payments due 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 the Site. 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.

10. Use of Site and Project. During the Sublease Term, 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, 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 at the Site by Contractor.

11. 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 and to examine and inspect the Site and the Project. 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 under this Sublease.

12. Project Acceptance. The Owner shall perform a final inspection and acknowledge completion of the Work, as set forth in Article 9.7 of the General Conditions. The Owner's governing body shall accept the Work to the extent required by the Contract Documents, including Article 9.7 of the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

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 termination of the Contract, subject to the provisions of this Sublease. Separately identifiable attachments added to the Project by the Owner shall remain the property of the Owner.

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.

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 later 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.

16. 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 regards whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the Owner or Contractor of a 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 that forbearance or indulgence.

17. 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 of them, or any interest in them, or (b) sublet or lend the use of the Project or any part of it, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 *et seq.* Consent to any of the prohibited acts listed 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 obligations 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 under this Sublease; however, Contractor may assign its right, title and interest in the Sublease Payments and other amounts due under this Sublease and the Project in whole or in part to one or more assignees or subassignees at any time with the consent of the Owner which shall not be unreasonably withheld. No assignment shall be effective as against the Owner unless the Owner is so notified in writing. The Owner shall pay all Sublease Payments according 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.

18. Release of Liens.

(a) Upon termination of the Contract, 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 under this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

19. Severability. If a court of competent jurisdiction shall hold any provision of this Sublease invalid or unenforceable, such holding 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.

20. 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 the Parties with respect to the Project, and it shall not be amended, altered, or changed except by a written agreement signed by both Parties.

21. 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 of this Sublease.

22. Time. Time is of the essence in this Sublease and all of its provisions.

23. Sublease Interpretation. This Sublease and the rights of the Parties under it shall be governed by and construed in accordance with the laws of California.

24. Execution in Counterparts. This Sublease may be simultaneously executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

25. Terms Not Defined. Capitalized terms used in this Sublease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement, General Conditions, or other Contract Documents.

* * * * *

CONTRACTOR:

Roebbelen Contracting, Inc.

BY: _____

TITLE: President

OWNER:

Western Placer Unified School District

BY: _____

Audrey Kilpatrick
Assistant Superintendent

BY: _____

TITLE: Corporate Secretary

EXHIBIT A

SCHEDULE OF SUBLEASE PAYMENTS

The Total Sublease Amount shall be **\$28,070,644.00**.

The Schedule of Sublease Payments shall be as follows:

<u>Payment No.</u>	<u>Date Payment Is Due</u>	<u>Amount of Payment</u>
1	_____, 20__	\$ _____.
2	_____, 20__	_____.
3	_____, 20__	_____.
4	_____, 20__	_____.
5	_____, 20__	_____.
6	_____, 20__	_____.
7	_____, 20__	_____.
8	_____, 20__	_____.
9	_____, 20__	_____.
10	_____, 20__	_____.
11	_____, 20__	_____.
12	_____, 20__	_____.
13	_____, 20__	_____.
14	_____, 20__	_____.
15	_____, 20__	_____.
16	_____, 20__	_____.
17	_____, 20__	_____.
18	_____, 20__	_____.
19	_____, 20__	_____.
20	_____, 20__	_____.

CONTRACTOR:

Roebbelen Contracting, Inc.

BY: _____

TITLE: President

OWNER:

Western Placer Unified School District

BY: _____

Assistant Superintendent

BY: _____

TITLE: Corporate Secretary

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Consider Approving Resolution No. 18/19.30
Authorizing the Elimination and/or Reduction
of Certain Classified Employee Positions Due to
Lack of Work/Lack of Funds.

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

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

ENCLOSURES:

Resolution No. 18/19.30

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

April 16, 2019

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No. 18/19.30. The positions being eliminated or reduced may not reflect the actual person who will be subject to layoff due to the complicated bumping process that will take place pursuant to the Collective Bargaining Agreement with CSEA, Board Policy and Education Code.

RECOMMENDATION:

Approve Resolution No. 18/19.30, Authorizing the Elimination and/or reduction of Certain Classified Employee Positions due to Lack of Work/Lack of Funds.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 18/19.30**

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

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

WHEREAS, the Governing Board of the Western Placer Unified School District has determined that it shall be necessary to reduce or eliminate the following positions in the District not later than June 30, 2019, due to lack of work/lack of funds:

Reduce One (1) Campus Supervisor position (Lincoln Crossing Elementary School) from 2 hours to 1.83 hours

Eliminate One (1) .9 Campus Supervisor position (Lincoln Crossing Elementary School)

NOW, THEREFORE BE IT RESOLVED, that as of the close of the business day on June 30, 2019, the above-referenced classified positions shall be reduced or eliminated.

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

ADOPTED by the Governing Board of Western Placer Unified School District on April 16, 2019 by the following vote:

AYES:

NOES:

ABSENT:

President
Board of Trustees
Western Placer Unified School District

Attested:

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

Clerk
Board of Trustees
Western Placer Unified School District

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Consider Approving Revised Classified
Confidential Salary Schedule

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

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

GS

ENCLOSURES:

Revised Classified Confidential
Salary Schedule

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

April 16, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

Due to an updated job description and increased educational requirement, there exists a need to approve a revised classified confidential salary schedule. More specifically, a change is proposed to the compensation and longevity for the Administrative Assistant to the Superintendent position.

RECOMMENDATION:

Approve the revised 2019-2020 Classified Confidential salary schedule and longevity.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Classified Confidential Positions
2019-2020 School Year

Confidential employees shall be eligible for the following as per Education Code 45128:

The Board shall provide for compensation or compensatory time off at a rate at least equal to time and one-half the regular rate of pay of the employee designated and authorized to perform the overtime.

Such confidential employees shall be eligible for vacation as determined by the schedule adopted 7/1/01.

Position Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Budget Technician	60,632.00 29.15	63,668.80 30.61	66,830.40 32.13	70,200.00 33.75	73,673.60 35.42
Administrative Assistant to the Superintendent	57,907.20 27.84	60,528.00 29.10	63,315.20 30.44	66,248.00 31.85	69,305.60 33.32
Pers. Accounting Technician	49,587.20 23.84	52,083.20 25.04	54,662.40 26.28	57,366.40 27.58	60,257.60 28.97
Business/Personnel Administrative Asst.	49,587.20 23.84	52,083.20 25.04	54,662.40 26.28	57,366.40 27.58	60,257.60 28.97
Educational Services Administrative Asst.	49,587.20 23.84	52,083.20 25.04	54,662.40 26.28	57,366.40 27.58	60,257.60 28.97
Payroll/Benefits Technician	47,840.00 23.00	50,086.40 24.08	52,499.20 25.24	54,974.40 26.43	57,616.00 27.70
Acct. Technician II	42,640.00 20.50	44,761.60 21.52	47,008.00 22.60	49,379.20 23.74	51,812.80 24.91
Acct. Technician I	40,892.80 19.66	42,952.00 20.65	45,073.60 21.67	47,340.80 22.76	49,712.00 23.90

Notation: Longevity increments revised 3/16/99. Latest longevity increment to reflect 5% longevity at 10 years and all future 5 yr. Increments

Notation: Longevity increments revised 4/16/19. Latest longevity increment to reflect 2.5% longevity at 10 years (and all future 5 yr. Increments (effective for employees hired on or after 7/1/19))

Reflects: District paid life insurance (\$8.33) and salary protection plan (\$9.66)

Retiree benefits as stipulated at Board of Trustee's meeting, 08/15/00. (\$3600 per year for 1 - 5 years)

Effective 7/1/09 Article VIII: Professional Growth in the CSEA contract will also apply to Confidential Employees

Effective 7/1/14 - 5% added to the 2014-2015 salary schedule and elimination of Employer paid PERS

Effective 7/1/15 - 3.75% added to the 2015-2016 salary schedule, retro to 3/1/15 and \$1.12 per hour increase for 15-16 for Payroll/Benefits Technician.

Revised 4/19/16 - Salary Schedule reflects 4% increase w/retro back to January 1, 2016

Effective 7/1/16 1.5% lump sum pay from the 2016-2017 salary schedule

Effective 7/1/17 1.53% added to the 2017-2018 salary schedule