

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

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

Scott Leaman, Superintendent
 Michele Schuetz (*Interim*), Assistant Superintendent of Educational Services
 Audrey Kilpatrick, Assistant Superintendent of Business & Operation
 Ryan Davis, Assistant Superintendent of Personnel Services

School	<u>STUDENT ENROLLMENT</u>		
	2012/13 CEBEDS	3/3/2014	4/1/2014
Sheridan Elementary (K-5)	84	81	81
First Street Elementary (K-5)	465	488	487
Carlin C. Coppin Elementary (K-5)	412	404	408
Creekside Oaks Elementary (K-5)	559	635	636
Twelve Bridges Elementary (K-5)	717	680	680
Foskett Ranch Elementary (K-5)	552	539	539
Lincoln Crossing Elementary (K-5)	684	688	688
Glen Edwards Middle School (6-8)	686	712	710
Twelve Bridges Middle School (6-8)	853	815	812
Lincoln High School (9-12)	1,516	1,502	1,493
Phoenix High School (10-12)	65	76	77
TOTAL	6593	6,620	6,611

Parent Participation Program

First Street 19 A.M. /14 P.M.
 Sheridan 15 P.M.
 Carlin Coppin P.M.
 Twelve B. E. 15 A.M.

Pre-K/Special Ed

Foskett 17
 FSS PPPIP 58

Parent Education 153

State Preschool

First & L Street 24 A.M. /21 P.M.
 Carlin Coppin 24 A.M.
 Sheridan 19 A.M.

GLOBAL DISTRICT GOALS

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

Western Placer Unified School District
Regular Meeting of the Board of Trustees
April 15, 2014, 7:00 P.M.
Lincoln High School – Multipurpose Room
790 J Street, Lincoln, CA 95648

AGENDA

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

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

5:40 P.M. START

1. **CALL TO ORDER** – Lincoln High School – Multipurpose Room

5:45 P.M.

2. **CLOSED SESSION** – Lincoln High School - Library
 - 2.1 **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators: Scott Leaman, Superintendent, Ryan Davis, Assistant Superintendent of Personnel Services, Audrey Kilpatrick, Assistant Superintendent of Business and Operations
 - 2.2 **PERSONNEL**
 - a. Public Employee Employment/Discipline/Dismissal/Release
 - 2.3 **INTERDISTRICT ATTENDANCE APPEAL**
 - a. Interdistrict Request Appeal 14/15 - 12
 - b. Interdistrict Request Appeal 14/15 - 13
 - c. Interdistrict Request Appeal 14/15 - 14
 - d. Interdistrict Request Appeal 14/15 - 15
 - e. Interdistrict Request Appeal 14/15 – 16

7:00 P.M.

3. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE**– LHS - Library
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:
 - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators: Scott Leaman, Superintendent, Ryan Davis, Assistant Superintendent of Personnel Services, Audrey Kilpatrick, Assistant Superintendent of Business and Operations
 - 3.2 **PERSONNEL**
 - a. Public Employee Employment/Discipline/Dismissal/Release

April 15, 2014

Agenda**3.3 INTERDISTRICT ATTENDANCE APPEAL**

- a. Interdistrict Request Appeal 14/15 - 12
- b. Interdistrict Request Appeal 14/15 - 13
- c. Interdistrict Request Appeal 14/15 - 14
- d. Interdistrict Request Appeal 14/15 - 15
- e. Interdistrict Request Appeal 14/15 - 16

4. SPECIAL ORDER OF BUSINESS

Lincoln and Rocklin Tennis Association (LARTA) presentation

5. CONSENT AGENDA**NOTICE TO THE PUBLIC**

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

- 5.1 Certificated Personnel Report
- 5.2 Williams Uniform Quarterly complaint Report.
- 5.3 Memorandum of Understanding (MOU – Science Theater Art Recreation (STAR) and Western Placer Unified School District.
- 5.4 Ratify Contract between Schoology Inc. and WPUSD May, 2014-april 30, 2017.
- 5.5 Report of Disclosure Requirements for Quarterly Reports of Investments.
- 5.6 Ratification of Professional Services Authorization with LPA, Inc. for Structural Assessment of Lincoln High School Auto and Wood shop.
- 5.7 Student Discipline Stipulated Expulsion Students # 13/14 – M, N.
- 5.8 Adoption of the Carnegie Learning for LHS Mathematics.

*Roll call vote:***6. COMMUNICATION FROM THE PUBLIC**

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

7. REPORTS & COMMUNICATION

- 7.1 Lincoln High School, Student Advisory – Jillian Loya
- 7.2 Western Placer Teacher's Association – Tara McCroskey
- 7.3 Western Placer Classified Employee Association – Mike Kimbrough
- 7.4 Superintendent – Scott Leaman

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

- 8.1 Discussion/
Action **CONSIDER APPROVING NEW JOB DESCRIPTION FOR DIRECTOR OF EDUCATIONAL SERVICES AND THE UPDATED SALARY SCHEDULE FOR CERTIFICATED MANAGEMENT TO INCLUDE THE NEW POSITION** – Davis (13-14 G & O Component I, II, III, IV, V)
●As a part of the ongoing review of job descriptions and the needs of the school sites and the District and in light of the significant impact of the new common Core Standards, the Local Control Accountability Plan and accountability and various other increases on the demands of the Educational Services Department, there exists a need to approve a new job description for the “Director of Educational Services” position which is necessary to meet the very important increasing needs of supporting our school sites and students. The new position will be places at the same level as the Director of Special Education as indicated on the attached Certificated Salary Schedule, which is also included to you for approval. The only change to the Salary Schedule is the addition of the new position and the removal of 4 furlough days from the current school year.
- 8.2 Discussion/
Action **CONSIDER APPROVING THE UPDATED ASSISTANT SUPERINTENDENT SALARY SCHEDULE TO INCLUDE THE EDUCATIONAL SERVICES POSITION** – Davis (13-14 G & O Component I, II, III, IV, V)
●In light of the recent departure of our Deputy Superintendent, the position of Assistant Superintendent of Educational Services is being added back into the Assistant Superintendent Salary Schedule. The Assistant Superintendent of Educational Services position will be placed at the same level as the other Assistant Superintendent positions as indicated on the attached Assistant Superintendent Salary Schedule.
- 8.3 Action **2014-15 BUDGET REDUCTIONS** – Kilpatrick (13-14 G & O Component I, II, III, IV, V)
●Although, with the implementation of the new LCFF funding formula has made significant strides towards increasing the State’s increased revenue commitment to Districts, the district is currently projecting a budget deficit approximately \$3.75 million for the 2014-15 school year.
- 8.4 Action **RESOLUTION NO. 13/14.22 IDENTIFYING HIGH PRIORITY CAPITAL OUTLAY PROJECTS SHERIDAN ELEMENTARY SCHOOL ROOM 4 DEMOLITION** – Steer (13-14 G & O Component I, II, III, IV, V)
●In February 2013, the Board approved Resolution No. 12/13.16; which declared project savings from past State funding construction projects and designated High Priority Capital Outlay Projects.

The attached Resolution No. 13/14.22 adds the demolition of Room 4 at Sheridan Elementary School to our High Priority Capital Outlay Projects in order to fund that project with these projects savings as well.
Roll call vote:
- 8.5 Action **APPROVAL OF GUARANTEED MAXIMUM PRICE (GMP) AND LEASE-LEASE BACK CONTRACT WITH JOHNSON**

April 15, 2014

Agenda**CONTROLS, INC. FOR HVAC SYSTEM UPGRADE AT CARLIN****C. COPPIN ELEMENTARY SCHOOL – Steer (13-14 G & O Component I, II, III, IV, V)**

• At the April 1, 2014 Board of Trustees meeting, the Board approved Staff to move forward with a pursuit of a Lease Lease-Back agreement to complete work at Carlin C. Coppin Elementary School with regards to upgrading the Heating, Ventilation, and Air Conditioning (HVAC) system as outlined in the report produced by SEED, Inc (in conjunction with Rainforth Grau Architects), and adopted by the Board.

8.6 Action**ADOPTION OF NEW AND REVISED POLICIES, REGULATIONS AND EXHIBITS – Leaman (13-14 G & O Component I, II, III, IV, V)**

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

- BP/AR 3260 Fees and Charges
- BP/AR 3460 Financial Reports and Accountability
- BP/AR 3514.1 Hazardous substances
- AR 5143 Insurance
- BP 5030 Student Wellness

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

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

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

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

The President will establish the following meeting(s):

➤ **May 6, 2014 7:00 P.M.**, Regular Meeting of the Board of Trustee – Lincoln High School Performing Arts Theater

➤ **May 20, 2014 7:00 P.M.**, Regular Meeting of the Board of Trustee – Lincoln High School Performing Arts Theater

11. ADJOURNMENT

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

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

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
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

Ryan Davis, Assistant Superintendent

of Personnel Services Audrey Kilpatrick,

Assistant Superintendent Business and Operations

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

Ryan Davis

Assistant Superintendent
of Personnel Services

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 15, 2014

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
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SUBJECT:

PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/
DISMISSAL/RELEASE

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Ryan Davis
Assistant Superintendent of Personnel Services

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 15, 2014

ROLL CALL REQUIRED:

Yes

BACKGROUND:

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

RECOMMENDATION:

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

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

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SUBJECT:

Interdistrict Appeal

AGENDA ITEM AREA:

Disclosure of Action Taken in
Closed Session

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 15, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- Interdistrict Request Appeal 14/15 - 12
- Interdistrict Request Appeal 14/15 - 13
- Interdistrict Request Appeal 14/15 - 14
- Interdistrict Request Appeal 14/15 - 15
- Interdistrict Request Appeal 14/15 - 16

ADMINISTRATION RECOMMENDATION:

Disclose any action taken.

SPECIAL

ORDER

OF

BUSINESS

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

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SUBJECT:

Check Presentation to
 ➤ LHS Tennis Team

AGENDA ITEM AREA:

Special Order of Business

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 15, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

Lincoln and Rocklin Tennis Association (LARTA) would like to present a check to the tennis team at Lincoln High and make a few comments.

ADMINISTRATION RECOMMENDATION:

Administration recommends approval of the funds.

CONSENT

AGENDA

ITEMS

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

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SUBJECT:

Certificated Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Ryan Davis
Assistant Superintendent of Personnel Services



ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Categorical/General

MEETING DATE:

April 15, 2014

ROLL CALL REQUIRED:

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

5.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT

PERSONNEL REPORT

April 15, 2014

CERTIFICATED/MANAGEMENT

REQUEST FOR LEAVE OF ABSENCE:

1. Name: Vanessa Gutierrez
Position: 1st Grade Teacher
FTE: 1.0
Effective Date: September 29, 2014
Site: Twelve Bridges Elementary

NEW HIRES:

1. Name: Terri Dorow
Position: Director of Educational Services
FTE: 1.0
Effective Date: July 1, 2014
Site: District Office

2. Name: Kerry Callahan
Position: Assistant Superintendent of Educational Services
FTE: 1.0
Effective Date: July 1, 2014
Site: District Office

INTERIM HIRES:

1. Name: Patricia Stevens
Position: Interim, Director of Special Education
FTE: 1.0
Effective Date: April 7, 2014 – June 30, 2014
Site: District Office

2. Name: Michele Schuetz
Position: Interim, Assistant Superintendent of Educational Services
FTE: 1.0
Effective Date: March 31, 2014 – June 30, 2014
Site: District Office

3. Name: David Delgado
Position: Interim, Elementary Principal
FTE: 1.0
Effective Date: March 31, 2014 – June 30, 2014
Site: Carlin C. Coppin Elementary

5.1.1

PARTIAL RESIGNATION:

1. **Name:** Corie Volmer
 Position: Speech Language Pathologist
 FTE: From: 1.0 To: .6
 Effective Date: July 1, 2014
 Site: Twelve Bridges Elementary

5.1.2

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
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SUBJECT:

Williams Uniform Quarterly
Complaint Report

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 15, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

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

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

District: Western Placer Unified School

Person completing this form: Rosemary Knutson

Title: Secretary to the Superintendent

Quarterly Report Submission Date: (Check one)

<input checked="" type="checkbox"/> April	Due: April 30 th
<input type="checkbox"/> July	Due: July 31 st
<input type="checkbox"/> October	Due: October 31 st
<input type="checkbox"/> January	Due: January 31 st

Date quarterly report was or will be reported publicly at a regularly scheduled board meeting: 4/15/14

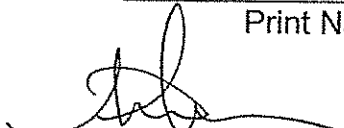
☒ No complaints were filed with any school in the district or with a district official during the quarter indicated above.

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

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

Scott Leaman

Print Name of District Superintendent


Signature of District Superintendent

04/04/14

Date

Please submit to: Suzie Arcuri, Executive Assistant to the County Superintendent of Schools
Placer County Office of Education
360 Nevada Street, Auburn, CA 95603
(530) 889-5941 / Fax: (530) 886-5841

5.2.1

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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SUBJECT:

Memorandum of Understanding (MOU –
Science Theater Art Recreation (STAR) and
Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Facilities Use Funds Revenue

MEETING DATE:

April 15, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The enclosed MOU with STAR and Western Placer Unified School District is for the 2014-2015 school year. The programs to be provided will be for District school age students before school, after school, and summer programs as well as preschool programs on District facilities. The District has partnered for a number of years with STAR for the services included in the MOU. The programs will be held at Carlin Coppin Elementary, Creekside Oaks Elementary, Foscett Ranch Elementary, Lincoln Crossing Elementary and Twelve Bridges Elementary schools. All facilities use agreements and other documentation have been prepared and submitted by STAR to the District. STAR will be invoiced for the appropriate facilities use fees to using WPUSD facilities.

RECOMMENDATION:

Administration recommends that the Board ratify the MOU with STAR and Western Placer Unified School District for the 2014-2015 school year.

MEMORANDUM OF UNDERSTANDING

Between STAR Science Theater Art Recreation and Western Placer Unified School District
2014-15

The following Memorandum of Understanding (MOU) sets forth the terms and conditions for a partnership between Western Placer Unified School District (WPUSD) and Science Theater Art Recreation (STAR) and begins on July 1, 2014 and ends on June 30, 2015. This MOU may be extended for one additional year term if so requested by both parties. The goal of this partnership is to improve the academic performance of WPUSD students and meet the diverse needs of WPUSD teachers, students, and their families.

The Students and Families

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

Academic Program

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

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

Other

- 15 WPUSD will provide STAR school age and STAR Preschool access to designated STAR classrooms on each school site to facilitate the program one hour before and after program start and end times whenever possible, to ensure the space is cleaned and re-set for the following day's use. WPUSD will be responsible for routine maintenance of the facility as requested through the WPUSD work order process. STAR will be responsible for any damage to the facility as a result of negligence by STAR employees.
- 16 STAR is located on the following district campuses and offers care during the hours listed:
 - Carlin C. Coppin Elementary School- Galaxy Program: 11:15a.m.-6:30p.m.
 - Creekside Oaks Elementary School- Galaxy Program: 6:30a.m.-6:30p.m.
 - Foskett Ranch Elementary School- Galaxy Program: 6:30a.m.-6:30p.m.
 - Foskett Ranch Elementary School – PreSchool Program: 8:00a.m. -3:00p.m.
 - Lincoln Crossing Elementary School- Galaxy Program: 6:30a.m. - 6:30 p.m.
 - Twelve Bridges Elementary School- Galaxy Program: 6:30 – 6:30 p.m.

If there is a lack of enrollment for any one portion of the STAR program at any campus, STAR will dissolve that portion of the program with a 60 day notice to WPUSD and affected families. If there is a need for addition care at a specific campus that is not currently being offered, STAR will make every effort to accommodate the needs of that campus.
- 17 STAR agrees to pay facilities fees based on the Board approved fees schedule for preferential long-term users. WPUSD agrees to provide STAR with 90 days' notice for any fee increase. The current fee schedule is available on the WPUSD website. STAR Preschool agrees to reserve two enrollment spaces for WPUSD Special Education preschool inclusion, to be shared amongst such children that have general education inclusion in their Individual Education Plans in exchange for free rent for one STAR Preschool classroom.
- 18 Dates of occupancy for STAR programs during the school year, academic holidays, and summer months, as well as dates of non-occupancy due to cleaning schedules, will be noted on the Facilities Use forms, and will be completed once WPUSD school calendar is established each year for the following July 1 – June 30 school year.
- 19 Families of WPUSD Special Education preschool inclusion students who participate in the STAR Preschool program will need to complete all STAR registration paperwork that is required by the STAR Preschool Program. WPUSD will provide an aide to assist with the initial transition of inclusion students into the STAR Preschool Program, with the aide service fading out over time to facilitate the child's independence, as agreed upon by WPUSD and STAR personnel as appropriate for each inclusion child.
- 20 Due to California Social Services restrictions, WPUSD will not plan activities in STAR Galaxy or preschool designated STAR classrooms on each school site one hour before and after program start and end times.

WPUSD will not plan activities in the STAR Nova space during time designated for the STAR NOVA classes without identifying a temporary alternative well in advance of any schedule or location change.

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

MEMORANDUM OF UNDERSTANDING

Between WPUSD & STAR

WPUSD

NAME: Andrey Kefauver
POSITION: Asst. Superintendent Business Operations

[Signature]
SIGNATURE

DATE: 4/2/14

STAR

NAME: Sasha Mendenhall
POSITION: Program Coordinator

[Signature]
SIGNATURE

DATE: 4/2/14

-----End-----

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:

Ratify Contract between Schoology Inc. and
WPUSD May 1, 2014-April 30, 2017

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Glen Edwards Middle School -Title I

MEETING DATE:

April 15, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

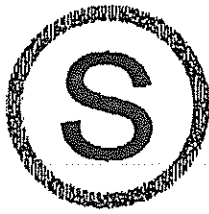
The attached contract is for Schoology Inc. and Western Placer Unified School District/ Glen Edwards Middle School. Schoology Inc. proposes to work closely with Glen Edwards Middle School to implement a digital learning environment that promotes learning, communication, and collaboration inside and outside of the classroom. Schoology Inc. offers a complete cloud-based solution. All hardware, database, and maintenance costs are included in the pricing. The contract is for a three year time period with one-time charge of \$2,805 for set-up and training in 2014-15

RECOMMENDATION:

Administration recommends Board ratify the contract with Schoology Inc. and GEMS as noted above.

5.4

© schoology



schoology®

Learning Management System

FOR PRIVATE EDUCATION

Sales Order for:

Western Placer Unified School District

Western Placer USD- Edwards MS

600 6TH St Ste 400

Lincoln, CA 95648-1787

Carolyn Andrews
Regional Sales Director
candrews@schoology.com

Schoology, Inc.
115 W. 30th St., 10th Floor
New York, NY 10001
www.schoology.com

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OID: 006A00000003KJFIAY QID: 0Q0A0000000I952KAA

541

Introduction

Schoology proposes to work closely with Western Placer Unified School District to implement a digital learning environment that promotes learning, communication, and collaboration inside and outside of the classroom.

Schoology is a dynamic, user-centric learning management solution that adjusts to any educational environment. Schoology's versatility derives from three key components: learning management, enhanced communication, and third-party integration. Using Schoology's engaging tools, educators can create custom courses, pace students individually, and differentiate instruction. Schoology also facilitates improvement by providing educators access to globally shared resources. Finally, Schoology seamlessly integrates third-party software via its advanced API. This award-winning, comprehensive approach ensures engagement and magnifies achievement worldwide.

After launching in 2009, Schoology is now in more than 25,000 schools and organizations across more than 132 countries worldwide. Schoology is transforming learning by making academic improvement more accessible. Thousands of schools around the world are working together to engage students more effectively, and this is just the beginning.

Implementation Project Plan

After we have received Western Placer Unified School District's signed Sales Order, Western Placer Unified School District's dedicated Client Consultant will send a brief questionnaire to gather all of the necessary account information and project goals. Upon receiving the questionnaire, the Client Consultant will schedule a kickoff call to begin the implementation process. During the kickoff call, the Client Consultant will review all of the initial setup steps that

Western Placer Unified School District will need to get started, as well as address any potential questions or needs that Western Placer Unified School District might require.

After the kickoff call, Western Placer Unified School District will have access to Schoology's consulting services, which includes weekly check-in and support during implementation. During this process, we look for specific milestone objectives that include setup for users, courses, single sign-on integration, branding (custom domain, logos etc.) and product training. Schoology will provide continual support throughout the implementation process through our dedicated Client Consultants and tiered support system.

Enterprise Subscription

Schoology offers a complete cloud-based solution. All hardware, database, and maintenance costs are included in the pricing. Western Placer Unified School District will **not** incur costs associated with system upgrades or releases that improve the current features.

1. LDAP/Single Sign-On (SSO) Integration

Schoology will make available a SSO script that can be used to establish SSO with third party applications and directories. This will mean that all users will be able to use their school assigned username and password to access the Schoology environment. Western Placer Unified School District will still maintain all usernames, passwords, user groups, roles, and account names locally.

2. Advanced User Management

Western Placer Unified School District will have access to Schoology's Advanced User Management Interface which allows administrators to manage user roles, permissions, privacy, and overall system settings. This also affords administrators the ability to bulk-add

users either using import files or, for more advanced users, programmatically via our REST API.

3. Enterprise Management Interface

Western Placer Unified School District will be able to create multiple buildings using the Enterprise Management Interface. Administrators can organize users into individual buildings, and they can designate different users as administrators. The system administrator is able to then manage all users and schools from the main parent account while certain administrators will be responsible for a particular group of users across different buildings.

4. School Site Branding

Schoology will provide custom branding services to the Schoology interface for Western Placer Unified School District. Schoology will brand the top banner and links with Western Placer Unified School District's desired color scheme, and Schoology will also replace the Schoology logo with Western Placer Unified School District's organization logo. In addition, Western Placer Unified School District will receive domain customization (e.g. lms.schoolname.org) or subdomain customization (e.g. schoolname.schoology.com).

5. Support Services

Schoology offers two levels of support:

- a. The first level is community-based support that is available to all administrators and instructors via a "Feedback/Support" button located in the dropdown menu in the upper right corner of Schoology. Community support is helpful for finding frequently asked questions and for posting new ideas. As part of your support management practices, you may choose to recommend this level of support for teachers and other staff or faculty at your school.

- b. The second level is dedicated support. As an enterprise client you have access to our dedicated support. You may choose up to three (3) dedicated support contacts from your school/district, whose role is to relay any questions, concerns or ideas to the Schoolology team. These three (3) main support contacts can contact Schoolology by:
1. Phone: Support contacts may contact a Schoolology representative by using a support code listed in the "Feedback/Support" button (only visible to support contacts).
 2. Email: Support contacts may email a Schoolology representative by emailing help@schoolology.com.
 3. Ticketing System: Support contacts may create their own support tickets by going directly to support.schoolology.com.

Services

6. System Configuration

Western Placer Unified School District's Client Consultant will support you in training a small group of Schoolology power users and project leaders. This group will be given the opportunity to review key Schoolology features in depth, discuss best practices and utilize support and training materials with their client consultant.

Schoolology will assist in the configuration of Western Placer Unified School District's system including items such as account creation/management, system settings, single sign-on, product training and overall implementation strategy. After the kickoff call, the Client Consultant will provide a launch pack that serves as a resource guide for setting up the Schoolology system and providing product training for your faculty.

7. Train-the-Trainer Web Delivered*

Schoolology offers additional web delivered product training to Western Placer Unified School District's support staff via a train-the-trainer approach. This training is often utilized mid-year to provide additional support on intermediate and/or advanced features. The Client Consultant will train a select group of designated users that will ultimately train the end users. This in-depth product training will demonstrate how to organize classroom content, administer and grade assessments, track overall student performance, and how to use Schoolology's collaborative tools.

8. Train-the-Trainer Onsite*

Schoolology offers additional onsite product training for teachers and administrators via a train-the-trainer approach. Schoolology Client Consultants will work with project leaders in advance to determine the most effective outline for the onsite training. Onsite trainings/workshops often cover all of the topics included in the web delivered training while also catering to specific client requests. Travel and Expenses will be billed at actuals.

*Training services will expire one (1) year from date of purchase

Master Services Agreement

By accepting this Sales Order, you are agreeing to the terms of the Schoology Master Subscription Agreement, which is located here:

<https://dl.dropboxusercontent.com/u/64457365/Schoology%20MSA%2020130411.pdf>

SUBSCRIBER NAME:

Western Placer Unified School District

Signature:



Printed Name:

Audrey K. Kilpatrick

Title:

Asst. Supt. Business + Operations

Date:

4/7/14

Enterprise Cost Summary

Exhibit A – Pricing

Contract Start Date: **May 1, 2014**
 Contract End Date: **April 30, 2017**
 Enrollment: **840**

Year One

Description	Price/Rate	Quantity	Discount %	Discount \$	Subtotal
Web Delivered Training	\$150.00	2			\$300.00
On-Site Training	\$1,500.00	1			\$1,500.00
Enterprise Subscription, Per Student	\$10.00	840	40	\$3,360.00	\$5,040.00
Consultation + Initial Setup Services	\$1,500.00	1	33	\$495.00	\$1,005.00
					\$7,845.00

Year Three

Description	Price/Rate	Quantity	Discount %	Discount \$	Subtotal
Enterprise Subscription, Per Student	\$10.00	840	40	\$3,360.00	\$5,040.00
					\$5,040.00

Year Two

Description	Price/Rate	Quantity	Discount %	Discount \$	Subtotal
Enterprise Subscription, Per Student	\$10.00	840	40	\$3,360.00	\$5,040.00
					\$5,040.00

Grand Total: \$17,925.00

5.4.8

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Report of Disclosure Requirements for Quarterly Reports of Investments.

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 15, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

Government Code 53646 requires that if a local agency has placed all of its investments in the Local Agency Investment Fund or in a Federal Deposit Insurance Corporation insured accounts in a bank or savings and loan association, in a county investment pool or any combination of these, the chief financial officer needs to provide to the Board of Trustees the most recent statement of statements received by the local agency from these institutions.

The District maintains its entire reserve in the County of Placer investment pool. Therefore, to meet the requirements of Government Code 53646, the County of Placer Treasurer's Investment Reports are submitted to the District's Board of Trustees on a quarterly basis for their review.

RECOMMENDATION:

Accept the report of disclosure requirements for quarterly reports of investments.

Office of
Jenine Windeshausen
Treasurer-Tax Collector
County of Placer



COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of JANUARY 31, 2014

5.5.1

2976 Richardson Drive • Auburn, California 95603.
Tax Collector / Business Licenses (530) 889-4120 • Treasurer (530) 889-4140 • Bonds (530) 889-4146

PREFACE

Placer County Treasurer's Pooled Investment Report

January 31, 2014

For the purpose of clarity the following glossary of investment terms has been provided.

Book Value is the purchase price of a security plus amortization of any premium or discount. This may be more or less than face value, depending upon whether the security was purchased at a premium or at a discount.

Par Value is the principal amount of a security and the amount of principal that will be paid at maturity.

Market Value is the value at which a security can be sold at the time it is priced or the need to sell arises.

Market values are only relevant if the investment is sold prior to maturity. Profit or loss would be realized only if the specific investment were to be sold.

Government Code 53646 Compliance Report

The following information is a monthly update of funds on deposit in the Placer County Treasury pursuant to California Government code Section 53646. Further details of individual investments are included in the Treasurer's Monthly Investment Report. All investment transactions and decisions have been made with full compliance with California Government Code and Placer County's Statement of Investment Policy.

Individual securities are priced at the end of each month by Wells Fargo Bank.

The Weighted Average Maturity of the investments with the Treasury is 1,794 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by \$ 135,455,688.72 in cash and investments maturing in the next 180 days.

5.5.2



Placer County

General Fund
Portfolio Management
Portfolio Summary
January 31, 2014

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Coupons	50,000,000.00	50,007,100.00	49,923,385.84	4.80	1,706	905	1.175	1.191
Federal Agency Coupons	630,000,000.00	627,129,111.11	630,309,804.05	60.57	1,820	1,538	1.290	1.308
Medium Term Notes	197,885,000.00	203,404,261.90	202,202,895.01	19.43	1,390	987	1.315	1.333
Negotiable Certificates of Deposit	10,000,000.00	10,000,300.00	10,000,000.00	0.98	91	38	0.145	0.147
Commercial Paper Disc. -Amortizing	30,000,000.00	29,990,472.22	29,990,472.22	2.88	162	58	0.194	0.196
PFA - HELICOPTER	674,413.00	674,413.00	674,413.00	0.06	2,559	800	2.442	2.478
Local Agency Bonds	82,607,261.00	82,607,261.00	82,607,261.00	7.94	10,652	7,866	4.603	4.667
Rolling Repurchase Agreements - 2	30,004,737.63	30,004,737.63	30,004,737.63	2.88	1	1	0.000	0.000
mPower Placer	3,955,807.13	3,955,807.13	3,955,807.13	0.38	1	1	3.452	3.500
Municipal Bonds *	1,007,134.76	1,007,134.76	1,007,134.76	0.10	435	149	0.395	0.400
Investments	1,036,234,353.52	1,038,780,598.75	1,040,675,910.64	100.00%	2,307	1,794	1.480	1.501

Cash								
Passbook/Checking (not included in yield calculations)	52,343,816.33	52,343,816.33	52,343,816.33		1	1	0.000	0.000
Total Cash and Investments	1,088,578,169.85	1,091,124,415.08	1,093,019,726.97		2,307	1,794	1.480	1.501

Total Earnings	January 31	Month Ending	Fiscal Year To Date
Current Year	1,199,159.82		7,489,683.33
Average Daily Balance	1,156,525,584.59		1,033,500,563.77
Effective Rate of Return	1.22%		1.23%

KIMBERLY HAWLEY, CHIEF DEPUTY TREASURER

5.5.3

Reporting period 01/01/2014-01/31/2014
Data Updated: FUNDSNAP: 02/03/2014 13:45
Run Date: 02/03/2014 - 13:45

Portfolio PLCR
NLI AC
PM (PRF_PMI) 7.3.0
Report Ver. 7.3.3

General Fund
Portfolio Management
Investment Status Report - Investments
January 31, 2014

Page 1

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
U.S. Treasury Coupons												
912828PJ3	10046	UST	10,000,000.00	1.375	11/30/2015	12/02/2010	1.569	1.591	10,195,300.00	Received	9,896,875.00	9,962,289.27
912828PJ3	10047	UST	10,000,000.00	1.375	11/30/2015	12/02/2010	1.627	1.650	10,195,300.00	Received	9,868,750.00	9,952,004.52
912828CJ7	10063	UST	10,000,000.00	4.750	05/15/2014	12/14/2010	1.281	1.279	10,128,900.00	Received	11,157,812.50	10,095,558.84
912828UJ1	12083	UST	10,000,000.00	0.625	04/30/2018	05/06/2013	0.714	0.724	9,743,800.00	Received	9,951,562.50	9,958,774.90
912828UJ1	12084	UST	10,000,000.00	0.625	04/30/2018	05/07/2013	0.701	0.710	9,743,800.00	Received	9,946,875.00	9,954,760.51
U.S. Treasury Coupons Totals			50,000,000.00				1.175	1.191	50,007,100.00	0.00	50,821,875.00	49,923,385.84
Federal Agency Coupons												
3133ECB45	12038	FFCB	10,000,000.00	0.900	12/26/2017	12/26/2012	0.908	0.921	9,895,700.00		9,990,000.00	9,992,194.44
3133ECDE1	12043	FFCB	10,000,000.00	0.940	01/22/2018	01/24/2013	0.947	0.961	9,907,200.00	Received	9,990,000.00	9,992,041.16
3133ECEQ3	12048	FFCB	10,000,000.00	1.100	02/06/2018	02/06/2013	1.085	1.100	9,935,100.00		10,000,000.00	10,000,000.00
3133ECFA7	12049	FFCB	10,000,000.00	1.080	02/13/2018	02/13/2013	1.065	1.080	9,841,300.00		10,000,000.00	10,000,000.00
3133ECJX3	12059	FFCB	10,000,000.00	1.040	03/26/2018	03/26/2013	1.041	1.055	9,877,100.00		9,992,500.00	9,993,770.83
3133ECL44	12072	FFCB	10,000,000.00	1.000	04/11/2018	04/11/2013	0.991	1.005	9,857,300.00		9,997,500.00	9,997,902.78
3133ECV43	13003	FFCB	10,000,000.00	1.930	07/23/2018	07/23/2013	1.904	1.930	10,057,400.00		10,000,000.00	10,000,000.00
3133ED3K6	13011	FFCB	10,000,000.00	1.875	10/02/2018	10/03/2013	1.856	1.881	10,038,420.83	520.83	9,997,000.00	9,997,717.61
3133ED2Q4	13015	FFCB	10,000,000.00	2.080	09/24/2018	10/25/2013	1.876	1.902	10,100,811.11	17,911.11	10,083,000.00	10,076,692.27
3133ED3K6	13020	FFCB	10,000,000.00	1.875	10/02/2018	11/19/2013	1.769	1.794	10,062,379.17	24,479.17	10,037,500.00	10,053,352.97
313360TD9	12013	FHLB	10,000,000.00	1.000	10/16/2017	10/16/2012	0.986	1.000	10,000,200.00		10,000,000.00	10,000,000.00
3133613R4	12036	FHLB	10,000,000.00	1.000	11/09/2017	12/19/2012	0.986	1.000	9,881,900.00		10,000,000.00	10,000,000.00
3133626K4	12054	FHLB	10,000,000.00	0.750	02/27/2018	02/27/2013	1.275	1.292	9,949,300.00		10,000,000.00	10,000,000.00
313362QF3	12069	FHLB	10,000,000.00	1.010	04/09/2018	04/09/2013	1.001	1.015	9,855,700.00		9,997,500.00	9,997,905.56
313362RQ8	12079	FHLB	10,000,000.00	0.750	04/30/2018	04/30/2013	1.224	1.241	9,918,700.00		10,000,000.00	10,000,000.00
3130A06A3	13012	FHLB	10,000,000.00	1.875	10/09/2018	10/09/2013	1.874	1.900	10,001,000.00		9,988,000.00	9,988,746.67
3130A0GV6	13030	FHLB	10,000,000.00	1.850	12/27/2018	12/27/2013	1.825	1.850	9,992,700.00		10,000,000.00	10,000,000.00
3130A0GH7	13031	FHLB	10,000,000.00	1.500	12/27/2018	12/27/2013	1.863	1.889	9,954,400.00		10,000,000.00	10,000,000.00
3130A0EK2	13033	FHLB	10,000,000.00	1.000	12/27/2018	12/27/2013	2.047	2.075	10,009,200.00		10,000,000.00	10,000,000.00
3130A0P78	13042	FHLB	10,000,000.00	2.250	10/30/2018	01/30/2014	1.934	1.961	10,116,100.00		10,130,800.00	10,130,315.56
3134G4GN2	13013	FHLMC	10,000,000.00	2.300	10/09/2018	10/09/2013	2.268	2.300	10,029,500.00		10,000,000.00	10,000,000.00
3134G4J55	13018	FHLMC	10,000,000.00	1.250	10/30/2018	10/30/2013	1.917	1.943	10,049,400.00		10,000,000.00	10,000,000.00
3134G47M4	13028	FHLMC	10,000,000.00	1.500	06/26/2018	12/11/2013	1.481	1.511	9,971,000.00	Received	9,995,000.00	9,995,152.91
3134G4QE1	13032	FHLMC	10,000,000.00	1.250	12/27/2018	12/27/2013	1.814	1.839	10,018,200.00		10,000,000.00	10,000,000.00
3134G4NX2	13035	FHLMC	10,000,000.00	1.000	12/27/2018	12/27/2013	2.003	2.031	10,014,600.00		10,000,000.00	10,000,000.00
3134G4NX2	13036	FHLMC	10,000,000.00	1.000	12/27/2018	12/27/2013	2.003	2.031	10,014,600.00		10,000,000.00	10,000,000.00
3136G02V6	12003	FNMA	10,000,000.00	0.700	08/28/2017	08/28/2012	1.458	1.174	10,004,300.00		10,000,000.00	10,000,000.00

Portfolio PLCR
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5.8.4

**General Fund
Portfolio Management
Investment Status Report - Investments
January 31, 2014**

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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency Coupons												
3136G0869	12007	FNMA	10,000,000.00	0.700	09/20/2017	09/20/2012	1.080	1.095	9,990,000.00		10,000,000.00	10,000,000.00
3136G0K34	12008	FNMA	10,000,000.00	0.750	09/25/2017	09/25/2012	0.715	0.725	9,947,200.00		10,000,000.00	10,000,000.00
3136G0H46	12009	FNMA	10,000,000.00	0.600	09/26/2017	09/26/2012	1.046	1.060	10,010,200.00		10,000,000.00	10,000,000.00
3136G0N72	12015	FNMA	10,000,000.00	0.700	10/25/2017	10/25/2012	1.029	1.044	9,951,500.00		10,000,000.00	10,000,000.00
3136G0Y88	12017	FNMA	10,000,000.00	0.500	11/08/2017	11/08/2012	0.990	1.003	9,991,300.00		9,995,000.00	10,000,000.00
3136G0QW6	12018	FNMA	10,000,000.00	1.000	11/08/2017	11/08/2012	0.986	1.000	9,986,000.00		10,000,000.00	10,000,000.00
3136G04F5	12024	FNMA	10,000,000.00	0.750	11/21/2017	11/21/2012	1.104	1.120	9,989,200.00		10,000,000.00	10,000,000.00
3136G12J7	12027	FNMA	10,000,000.00	0.850	12/05/2017	12/05/2012	0.789	0.800	9,978,100.00		10,000,000.00	10,000,000.00
3136G07K1	12028	FNMA	10,000,000.00	0.700	12/06/2017	12/06/2012	0.998	1.012	9,917,900.00		9,995,000.00	9,996,152.78
3136G07K1	12029	FNMA	10,000,000.00	0.700	12/06/2017	12/06/2012	0.988	1.002	9,917,900.00		10,000,000.00	10,000,000.00
3136G12A6	12033	FNMA	10,000,000.00	0.750	12/13/2017	12/13/2012	0.730	0.740	9,933,300.00		10,000,000.00	10,000,000.00
3136G15C9	12035	FNMA	10,000,000.00	0.700	12/19/2017	12/19/2012	1.094	1.109	9,923,400.00		10,000,000.00	10,000,000.00
3136G15K1	12039	FNMA	10,000,000.00	0.700	12/27/2017	12/27/2012	0.651	0.660	9,970,900.00		10,000,000.00	10,000,000.00
3136G16W4	12040	FNMA	10,000,000.00	0.650	12/27/2017	12/27/2012	0.645	0.654	9,942,200.00		9,998,000.00	9,998,437.78
3136G1BA6	12045	FNMA	10,000,000.00	0.700	01/30/2018	01/30/2013	1.134	1.150	9,985,100.00		9,998,000.00	9,998,401.11
3136G1BDQ	12046	FNMA	10,000,000.00	0.750	01/30/2018	01/30/2013	1.031	1.045	9,899,200.00		10,000,000.00	10,000,000.00
3136G1B57	12047	FNMA	10,000,000.00	0.750	01/30/2018	01/30/2013	1.031	1.045	9,930,400.00	Received	10,000,000.00	10,000,000.00
3136G1CU1	12053	FNMA	10,000,000.00	0.750	02/21/2018	02/22/2013	1.135	1.161	9,915,700.00		9,985,000.00	9,987,826.57
3136G1DB2	12055	FNMA	10,000,000.00	1.000	02/28/2018	02/28/2013	1.170	1.186	9,929,700.00		10,000,000.00	10,000,000.00
3136G0UX9	12056	FNMA	10,000,000.00	1.200	02/28/2018	02/28/2013	1.164	1.200	9,895,100.00		10,000,000.00	10,000,000.00
3136G1F95	12057	FNMA	10,000,000.00	0.750	02/28/2018	02/28/2013	1.259	1.276	9,966,700.00		9,995,000.00	9,995,925.00
3136G0VG5	12058	FNMA	10,000,000.00	1.500	03/13/2018	03/13/2013	1.184	1.200	10,002,800.00		10,145,000.00	10,119,383.33
3136G1GS2	12060	FNMA	10,000,000.00	1.000	03/27/2018	03/27/2013	0.937	0.950	9,950,700.00		10,000,000.00	10,000,000.00
3136G1HB8	12061	FNMA	10,000,000.00	0.800	03/28/2018	03/28/2013	1.100	1.115	9,918,900.00		10,000,000.00	10,000,000.00
3136G1JT7	12073	FNMA	10,000,000.00	0.750	04/11/2018	04/11/2013	1.178	1.195	9,896,800.00		10,000,000.00	10,000,000.00
3136G1JY6	12077	FNMA	10,000,000.00	0.800	04/24/2018	04/24/2013	1.134	1.150	9,889,100.00		9,997,500.00	9,997,884.72
3136G1JY6	12078	FNMA	10,000,000.00	0.800	04/24/2018	04/24/2013	1.129	1.145	9,889,100.00		10,000,000.00	10,000,000.00
3136G1K99	12080	FNMA	10,000,000.00	0.750	04/30/2018	04/30/2013	1.104	1.120	9,839,900.00		10,000,000.00	10,000,000.00
3136G1K81	12081	FNMA	10,000,000.00	0.750	04/30/2018	04/30/2013	1.104	1.120	9,880,200.00		10,000,000.00	10,000,000.00
3136G0WB5	12082	FNMA	10,000,000.00	1.200	04/18/2018	05/02/2013	1.110	1.125	9,851,300.00	Received	10,036,000.00	10,000,000.00
3136G1LA5	12086	FNMA	10,000,000.00	0.500	05/15/2018	05/15/2013	1.128	1.141	9,911,800.00		10,000,000.00	10,000,000.00
3136G1KV0	12087	FNMA	10,000,000.00	0.750	05/15/2018	05/15/2013	1.090	1.105	9,878,100.00		10,000,000.00	10,000,000.00
3136G1M63	12088	FNMA	10,000,000.00	0.750	05/22/2018	05/22/2013	1.126	1.141	9,863,200.00		10,000,000.00	10,000,000.00
3136G1VL0	13009	FNMA	10,000,000.00	2.150	09/27/2018	09/27/2013	2.121	2.150	10,030,900.00		10,000,000.00	10,000,000.00
3136G1YB9	13034	FNMA	10,000,000.00	1.000	12/27/2018	12/27/2013	1.870	1.896	10,007,200.00		10,000,000.00	10,000,000.00

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General Fund
Portfolio Management
Investment Status Report - Investments
January 31, 2014

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency Coupons												
3138G1YT0	13040	FNMA	10,000,000.00	2.050	01/23/2019	01/23/2014	2.022	2.050	10,072,800.00		10,000,000.00	10,000,000.00
Federal Agency Coupons Totals			630,000,000.00				1.290	1.308	627,129,111.11	42,911.11	630,343,300.00	630,309,804.05
Medium Term Notes												
037833AG5	12085	AAPL	10,000,000.00	0.492	05/03/2018	05/07/2013	0.408	0.413	9,983,200.00	Received	10,040,090.00	10,034,197.04
36962G4S0	10056	GE CAP	10,000,000.00	0.897	09/30/2015	12/08/2010	1.244	1.261	10,079,200.00	Received	9,965,000.00	9,987,895.50
36962G4L5	11053	GE CAP	10,000,000.00	3.500	06/29/2015	11/21/2011	2.103	2.132	10,408,400.00	Received	10,472,200.00	10,184,805.55
36962G5Q3	11090	GE CAP	10,000,000.00	1.000	01/30/2015	01/31/2012	1.117	1.133	10,040,600.00		10,000,000.00	10,000,000.00
36962G5U4	12014	GE CAP	7,985,000.00	0.742	04/13/2015	10/22/2012	0.732	0.742	8,009,274.40	Received	8,003,365.50	7,993,904.48
36962G6Q2	12071	GE CAP	10,000,000.00	0.839	01/08/2016	04/11/2013	0.644	0.653	10,074,100.00	Received	10,052,300.00	10,036,933.23
36962G6W0	13016	GE CAP	10,000,000.00	2.300	04/27/2017	10/28/2013	1.299	1.317	10,315,538.89	638.89	10,335,000.00	10,310,893.06
36962G6R0	13017	GE CAP	10,000,000.00	1.000	01/08/2016	10/28/2013	0.750	0.761	10,065,000.00	Received	10,052,000.00	10,045,878.48
46625HJA9	11099	JPM	10,000,000.00	3.150	07/05/2016	03/09/2012	2.348	2.380	10,460,700.00	Received	10,314,200.00	10,176,485.09
48126EAA5	12010	JPM	10,000,000.00	2.000	08/15/2017	09/26/2012	1.706	1.730	10,129,700.00	Received	10,125,900.00	10,091,186.24
48126DW39	12089	JPM	10,000,000.00	1.125	05/04/2018	06/04/2013	1.110	1.125	9,802,200.00	Received	10,000,000.00	10,000,000.00
594918AG9	10089	MSFT	10,000,000.00	1.625	09/25/2015	12/17/2010	2.150	2.180	10,208,600.00	Received	9,749,600.00	9,913,423.98
594918AV6	13023	MSFT	10,000,000.00	1.625	12/08/2018	12/09/2013	1.722	1.746	9,972,754.17	1,354.17	9,942,300.00	9,945,323.84
89233P4B9	11121	TOYOTA	10,000,000.00	3.200	06/17/2015	05/30/2012	1.126	1.142	10,370,100.00	Received	10,614,600.00	10,277,886.60
94974BFK1	12075	WELFG	10,000,000.00	0.867	04/23/2018	04/23/2013	0.870	0.882	10,063,200.00		10,000,000.00	10,000,000.00
94974BEZ9	13014	WF	10,000,000.00	2.625	12/15/2016	10/22/2013	1.075	1.090	10,448,600.00	Received	10,473,500.00	10,432,126.21
92976GAC5	12026	WFC	10,000,000.00	0.622	11/03/2014	11/30/2012	0.809	0.821	10,014,900.00	Received	9,967,800.00	9,967,403.98
92976GAE1	13004	WFC	10,000,000.00	5.600	03/15/2016	08/20/2013	1.297	1.315	10,974,000.00	Received	11,079,000.00	10,991,195.68
92976WBH8	13041	WFC	10,000,000.00	5.750	02/01/2018	01/27/2014	1.746	1.770	11,848,411.11	281,111.11	11,534,400.00	11,812,323.30
93114ZD19	13029	WMT	10,000,000.00	1.950	12/15/2018	12/16/2013	1.835	1.861	10,138,783.33	40,083.33	10,042,000.00	10,081,032.75
Medium Term Notes Totals			197,985,000.00				1.315	1.333	203,404,261.90	323,187.50	202,763,255.50	202,202,895.01
Negotiable Certificates of Deposit												
89112TXB5	13027	TDNY	10,000,000.00	0.145	03/11/2014	12/10/2013	0.145	0.147	10,000,300.00		10,000,000.00	10,000,000.00
Negotiable Certificates of Deposit Totals			10,000,000.00				0.145	0.147	10,000,300.00	0.00	10,000,000.00	10,000,000.00
Commercial Paper Disc. -Amortizing												
74977LF51	13026	RABUSA	10,000,000.00	0.200	06/05/2014	12/10/2013	0.200	0.203	9,993,111.11		9,990,186.67	9,993,111.11
89233HB52	13007	TOYCC	20,000,000.00	0.190	02/26/2014	09/25/2013	0.190	0.193	19,997,361.11		19,983,744.44	19,997,361.11
Commercial Paper Disc. -Amortizing Totals			30,000,000.00				0.194	0.196	29,990,472.22	0.00	29,973,911.11	29,990,472.22

Portfolio PLCR
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General Fund
Portfolio Management
Investment Status Report - Investments
January 31, 2014

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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
PFA - HELICOPTER												
SYS08169	08169	PFA	674,413.00	2.476	04/11/2016	04/09/2009	2.442	2.476	674,413.00		674,413.00	674,413.00
	PFA - HELICOPTER Totals		674,413.00				2.442	2.476	674,413.00	0.00	674,413.00	674,413.00
Local Agency Bonds												
13019	13019	ACK	380,000.00	2.300	10/31/2019	10/31/2013	2.300	2.332	380,000.00		380,000.00	380,000.00
SYS05311	05311	MFJPA	80,127,261.00	4.780	04/01/2036	03/29/2006	4.715	4.780	80,127,261.00		80,127,261.00	80,127,261.00
SYS	12090	MPP	2,100,000.00	0.750	07/18/2014	06/18/2013	0.750	0.760	2,100,000.00		2,100,000.00	2,100,000.00
	Local Agency Bonds Totals		82,607,261.00				4.603	4.667	82,607,261.00	0.00	82,607,261.00	82,607,261.00
Rolling Repurchase Agreements - 2												
SYS11085	11085	CF	0.00	0.130		01/17/2012	0.130	0.132	0.00		0.00	0.00
SYS000SWEEP	SWEEP	WFB-S	30,004,737.63			03/01/2012	0.000	0.000	30,004,737.63		30,004,737.63	30,004,737.63
	Rolling Repurchase Agreements - 2 Totals		30,004,737.63				0.000	0.000	30,004,737.63	0.00	30,004,737.63	30,004,737.63
mPower Placer												
SYS13037	13037	MPP	3,955,807.13	3.500		01/02/2014	3.452	3.500	3,955,807.13		3,955,807.13	3,955,807.13
	mPower Placer Totals		3,955,807.13				3.452	3.500	3,955,807.13	0.00	3,955,807.13	3,955,807.13
Municipal Bonds *												
12076	12076	CICF	1,007,134.76	0.400	06/30/2014	04/21/2013	0.395	0.400	1,007,134.76		1,007,134.76	1,007,134.76
	Municipal Bonds * Totals		1,007,134.76				0.395	0.400	1,007,134.76	0.00	1,007,134.76	1,007,134.76
	Investment Totals		1,036,234,353.52				1.480	1.501	1,038,780,598.75	366,098.61	1,042,151,695.13	1,040,675,910.64

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Data Updated: FUNDSNAP: 02/03/2014 13:46

Run Date: 02/03/2014 - 13:46

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General Fund
Portfolio Management
Investment Status Report - Cash
January 31, 2014

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CUSIP	Investment #	Issuer	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
Cash at Bank											
SYS000000	00000	PLACER				0.000	0.000	51,866,112.66		51,866,112.66	51,866,112.66
Undeposited Receipts											
SYS000000VAULT	00000VAULT	PLACER				0.000	0.000	477,703.67		477,703.67	477,703.67
Cash Totals											
Total Cash and Investments						1.480	1.501	1,091,124,415.08	366,098.61	1,094,495,511.46	1,093,019,726.97
									0.00	52,343,816.33	52,343,816.33

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Placer County

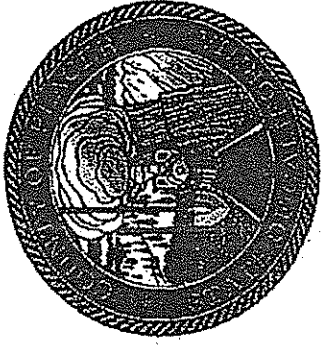
**General Fund
Purchases Report
Sorted by Fund - Fund
January 1, 2014 - January 31, 2014**

CUSIP	Investment #	Fund	Sec. Type	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
General Fund												
SYS13037	13037	1010	RR3 MPP	3,082,778.38	01/02/2014	/ - /	3,082,778.38		3.500		3.500	3,955,807.13
833655AH6	13038	1010	ACP SOCNAM	40,000,000.00	01/10/2014	01/17 - At Maturity	39,999,611.11		0.050	01/17/2014	0.050	0.00
833655AQ6	13039	1010	ACP SOCNAM	30,000,000.00	01/10/2014	01/24 - At Maturity	29,999,300.00		0.060	01/24/2014	0.060	0.00
3136G1YT0	13040	1010	FAC FNMA	10,000,000.00	01/23/2014	07/23 - 01/23	10,000,000.00		2.050	01/23/2019	2.050	10,000,000.00
92976WBH8	13041	1010	MTN WFC	10,000,000.00	01/27/2014	02/01 - 08/01	11,534,400.00	281,111.11	5.750	02/01/2018	1.770	11,812,323.30
3130A0P79	13042	1010	FAC FHLB	10,000,000.00	01/30/2014	04/30 - 10/30	10,130,800.00		2.250	10/30/2018	1.961	10,130,315.56
			Subtotal	103,082,778.38			104,746,889.49	281,111.11				35,895,445.99
			Total Purchases	103,082,778.38			104,746,889.49	281,111.11				35,895,445.99

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Portfolio PLCR
NLI AC
PU (PRF_PU) 7.1.1
Report Ver. 7.3.9

Office of
Jenine Windeshausen
Treasurer-Tax Collector
County of Placer



COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of FEBRUARY 28, 2014

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2976 Richardson Drive • Auburn, California 95603
Tax Collector / Business Licenses (530) 889-4120 • Treasurer (530) 889-4140 • Bonds (530) 889-4146

PREFACE

Placer County Treasurer's Pooled Investment Report

February 28, 2014

For the purpose of clarity the following glossary of investment terms has been provided.

Book Value is the purchase price of a security plus amortization of any premium or discount. This may be more or less than face value, depending upon whether the security was purchased at a premium or at a discount.

Par Value is the principal amount of a security and the amount of principal that will be paid at maturity.

Market Value is the value at which a security can be sold at the time it is priced or the need to sell arises.

Market values are only relevant if the investment is sold prior to maturity. Profit or loss would be realized only if the specific investment were to be sold.

Government Code 53646 Compliance Report

The following information is a monthly update of funds on deposit in the Placer County Treasury pursuant to California Government code Section 53646. Further details of individual investments are included in the Treasurer's Monthly Investment Report. All investment transactions and decisions have been made with full compliance with California Government Code and Placer County's Statement of Investment Policy.

Individual securities are priced at the end of each month by Wells Fargo Bank.

The Weighted Average Maturity of the investments with the Treasury is 1,865 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by \$90,289,495.05 in cash and investments maturing in the next 180 days.

5.5.11



Placer County

General Fund
Portfolio Management
Portfolio Summary
February 28, 2014

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Coupons	50,000,000.00	49,997,400.00	49,902,570.10	4.91	1,705	877	1.175	1.191
Federal Agency Coupons	660,000,000.00	657,800,311.11	660,283,100.14	64.94	1,820	1,533	1.329	1.347
Medium Term Notes	187,985,000.00	193,156,334.39	191,811,449.98	18.87	1,428	996	1.340	1.359
Negotiable Certificates of Deposit	10,000,000.00	10,000,100.00	10,000,000.00	0.98	91	10	0.145	0.147
Commercial Paper Disc. -Amortizing	10,000,000.00	9,994,666.67	9,994,666.67	0.98	177	96	0.200	0.203
PFA - HELICOPTER	674,413.00	674,413.00	674,413.00	0.07	2,559	772	2.442	2.476
Local Agency Bonds	82,607,261.00	82,607,261.00	82,607,261.00	8.13	10,652	7,838	4.603	4.667
Rolling Repurchase Agreements - 2	5,560,286.43	5,560,286.43	5,560,286.43	0.55	1	1	0.000	0.000
mPower Placar	4,855,228.71	4,855,228.71	4,855,228.71	0.48	1	1	3.452	3.500
Municipal Bonds *	1,007,134.76	1,007,134.76	1,007,134.76	0.10	435	121	0.395	0.400
Investments	1,012,689,323.90	1,015,653,136.07	1,016,696,110.79	100.00%	2,405	1,865	1.569	1.591

Cash								
Passbook/Checking (not included in yield calculations)	51,622,073.86	51,622,073.86	51,622,073.86		1	1	0.000	0.000
Total Cash and Investments	1,064,311,397.76	1,067,275,209.93	1,068,318,184.65		2,405	1,865	1.569	1.591

Total Earnings	February 28	Month Ending	Fiscal Year To Date
Current Year	1,161,257.05		8,641,474.15
Average Daily Balance	1,083,370,830.17		1,039,246,931.91
Effective Rate of Return	1.40%		1.25%

Kimberly Hawley
KIMBERLY HAWLEY, CHIEF DEPUTY TREASURER
3/5/14

Reporting period 02/01/2014-02/28/2014
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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
U.S. Treasury Coupons												
912828PJ3	10046	UST	10,000,000.00	1.375	11/30/2015	12/02/2010	1.569	1.591	10,191,800.00	Received	9,896,875.00	9,863,872.33
912828PJ3	10047	UST	10,000,000.00	1.375	11/30/2015	12/02/2010	1.627	1.650	10,191,800.00	Received	9,868,750.00	9,954,019.33
912828CJ7	10063	UST	10,000,000.00	4.750	05/15/2014	12/14/2010	1.261	1.279	10,093,400.00	Received	11,157,812.50	10,069,580.08
912828UJ1	12063	UST	10,000,000.00	0.625	04/30/2018	05/06/2013	0.714	0.724	9,760,200.00	Received	9,951,562.50	9,959,520.09
912828UJ1	12084	UST	10,000,000.00	0.625	04/30/2018	05/07/2013	0.701	0.710	9,760,200.00	Received	9,946,875.00	9,955,578.27
U.S. Treasury Coupons Totals			50,000,000.00				1.175	1.191	49,997,400.00	0.00	50,821,875.00	49,902,570.10
Federal Agency Coupons												
3133ECB45	12038	FFCB	10,000,000.00	0.900	12/26/2017	12/26/2012	0.908	0.921	9,911,300.00		9,990,000.00	9,992,361.11
3133ECDE1	12043	FFCB	10,000,000.00	0.940	01/22/2018	01/24/2013	0.947	0.961	9,921,700.00	Received	9,990,000.00	9,992,208.01
3133ECEQ3	12048	FFCB	10,000,000.00	1.100	02/06/2018	02/06/2013	1.085	1.100	9,949,700.00		10,000,000.00	10,000,000.00
3133ECFA7	12049	FFCB	10,000,000.00	1.080	02/13/2018	02/13/2013	1.065	1.080	9,859,300.00		10,000,000.00	10,000,000.00
3133ECJX3	12059	FFCB	10,000,000.00	1.040	03/26/2018	03/26/2013	1.041	1.055	9,886,600.00		9,992,500.00	9,993,895.83
3133ECL44	12072	FFCB	10,000,000.00	1.000	04/11/2018	04/11/2013	0.991	1.005	9,877,000.00		9,997,500.00	9,997,944.44
3133ECV43	13003	FFCB	10,000,000.00	1.930	07/23/2018	07/23/2013	1.904	1.930	10,052,500.00		10,000,000.00	10,000,000.00
3133ED3K6	13011	FFCB	10,000,000.00	1.875	10/02/2018	10/03/2013	1.856	1.881	10,054,820.83	520.83	9,997,000.00	9,997,767.63
3133ED2Q4	13015	FFCB	10,000,000.00	2.080	09/24/2018	10/25/2013	1.876	1.902	10,095,811.11	17,911.11	10,083,000.00	10,089,123.88
3133ED3K6	13020	FFCB	10,000,000.00	1.875	10/02/2018	11/19/2013	1.769	1.794	10,078,778.17	24,478.17	10,037,500.00	10,049,758.72
313380TD9	12013	FHLB	10,000,000.00	1.000	10/16/2017	10/16/2012	0.986	1.000	9,934,400.00		10,000,000.00	10,000,000.00
3133813R4	12036	FHLB	10,000,000.00	1.000	11/09/2017	12/19/2012	0.986	1.000	9,886,800.00	Received	10,000,000.00	10,000,000.00
3133826K4	12054	FHLB	10,000,000.00	1.000	02/27/2018	02/27/2013	0.937	0.950	9,951,900.00		10,000,000.00	10,000,000.00
313382QF3	12069	FHLB	10,000,000.00	1.010	04/09/2018	04/09/2013	1.001	1.015	9,866,300.00		9,997,500.00	9,997,947.22
313382RQ8	12079	FHLB	10,000,000.00	0.750	04/30/2018	04/30/2013	1.224	1.241	9,930,300.00		10,000,000.00	10,000,000.00
3130A0SA3	13012	FHLB	10,000,000.00	1.875	10/08/2018	10/09/2013	1.874	1.900	10,001,000.00		9,988,000.00	9,988,946.67
3130A0GV6	13030	FHLB	10,000,000.00	1.850	12/27/2018	12/27/2013	1.825	1.850	10,010,400.00		10,000,000.00	10,000,000.00
3130A0GH7	13031	FHLB	10,000,000.00	1.500	12/27/2018	12/27/2013	1.863	1.889	9,979,900.00		10,000,000.00	10,000,000.00
3130A0EK2	13033	FHLB	10,000,000.00	1.000	12/27/2018	12/27/2013	2.047	2.075	10,006,500.00		10,000,000.00	10,000,000.00
3130A0P79	13042	FHLB	10,000,000.00	2.250	02/13/2019	01/30/2014	1.934	1.961	10,104,400.00		10,130,800.00	10,115,782.22
3130A0QB9	13043	FHLB	10,000,000.00	2.050	02/13/2019	02/13/2014	2.022	2.050	10,026,800.00		10,000,000.00	10,000,000.00
3130A0Q29	13044	FHLB	10,000,000.00	2.000	02/14/2019	02/14/2014	1.973	2.000	10,027,000.00		10,000,000.00	10,000,000.00
3130A0WU0	13045	FHLB	10,000,000.00	1.830	02/25/2019	02/25/2014	1.805	1.830	10,008,800.00		10,000,000.00	10,000,000.00
3130A0WQ9	13046	FHLB	10,000,000.00	1.000	02/28/2019	02/28/2014	2.146	2.176	10,001,300.00		10,000,000.00	10,000,000.00
3134G4GN2	13013	FHLMC	10,000,000.00	2.300	10/09/2018	10/09/2013	2.268	2.300	10,021,800.00		10,000,000.00	10,000,000.00
3134G4JB5	13018	FHLMC	10,000,000.00	1.250	10/30/2018	10/30/2013	1.917	1.943	10,047,800.00	Received	10,000,000.00	10,000,000.00
3134G47M4	13028	FHLMC	10,000,000.00	1.500	06/26/2018	12/11/2013	1.491	1.511	9,983,100.00		9,995,000.00	9,995,244.65

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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency Coupons												
3134G4QE1	13032	FHLMC	10,000,000.00	1.250	12/27/2018	12/27/2013	1.814	1.839	10,024,000.00		10,000,000.00	10,000,000.00
3134G4NY2	13035	FHLMC	10,000,000.00	1.000	12/27/2018	12/27/2013	2.003	2.031	10,020,600.00		10,000,000.00	10,000,000.00
3134G4NY2	13036	FHLMC	10,000,000.00	1.000	12/27/2018	12/27/2013	2.003	2.031	10,020,600.00		10,000,000.00	10,000,000.00
3136G0B59	12007	FNMA	10,000,000.00	0.700	09/20/2017	09/20/2012	1.080	1.095	10,002,800.00		10,000,000.00	10,000,000.00
3136G0K34	12008	FNMA	10,000,000.00	0.750	09/25/2017	09/25/2012	0.715	0.725	9,964,800.00		10,000,000.00	10,000,000.00
3136G0H46	12009	FNMA	10,000,000.00	0.600	09/28/2017	09/28/2012	1.046	1.060	10,007,900.00		10,000,000.00	10,000,000.00
3136G0N72	12015	FNMA	10,000,000.00	0.700	10/25/2017	10/25/2012	1.029	1.044	9,978,400.00		10,000,000.00	10,000,000.00
3136G0Y88	12017	FNMA	10,000,000.00	0.500	11/08/2017	11/08/2012	0.990	1.003	10,002,000.00		9,995,000.00	10,000,000.00
3135G0QW6	12018	FNMA	10,000,000.00	1.000	11/08/2017	11/08/2012	0.986	1.000	9,913,300.00		10,000,000.00	10,000,000.00
3136G04F5	12024	FNMA	10,000,000.00	0.750	11/21/2017	11/21/2012	1.104	1.120	9,987,400.00		10,000,000.00	10,000,000.00
3136G12J7	12027	FNMA	10,000,000.00	0.850	12/05/2017	12/05/2012	0.789	0.800	9,995,000.00		10,000,000.00	10,000,000.00
3136G07K1	12028	FNMA	10,000,000.00	0.700	12/06/2017	12/06/2012	0.998	1.012	9,935,100.00		9,995,000.00	9,996,236.11
3136G07K1	12029	FNMA	10,000,000.00	0.700	12/08/2017	12/08/2012	0.988	1.002	9,935,100.00		10,000,000.00	10,000,000.00
3136G12A6	12033	FNMA	10,000,000.00	0.750	12/13/2017	12/13/2012	0.730	0.740	9,951,000.00		10,000,000.00	10,000,000.00
3136G15C9	12035	FNMA	10,000,000.00	0.700	12/19/2017	12/19/2012	1.094	1.109	9,941,500.00		10,000,000.00	10,000,000.00
3136G15K1	12039	FNMA	10,000,000.00	0.700	12/27/2017	12/27/2012	0.651	0.660	9,989,300.00		10,000,000.00	10,000,000.00
3136G16W4	12040	FNMA	10,000,000.00	0.650	12/27/2017	12/27/2012	0.645	0.654	9,960,000.00		9,998,000.00	9,998,471.11
3136G1BA6	12045	FNMA	10,000,000.00	0.700	01/30/2018	01/30/2013	1.134	1.150	10,000,600.00		9,998,000.00	9,998,434.44
3136G1BD0	12046	FNMA	10,000,000.00	0.750	01/30/2018	01/30/2013	1.031	1.045	9,915,500.00		10,000,000.00	10,000,000.00
3136G1B57	12047	FNMA	10,000,000.00	0.750	01/30/2018	01/30/2013	1.031	1.045	9,945,900.00		10,000,000.00	10,000,000.00
3136G1CU1	12053	FNMA	10,000,000.00	0.750	02/21/2018	02/22/2013	1.135	1.151	9,931,500.00	Received	9,985,000.00	9,988,076.71
3136G1DB2	12055	FNMA	10,000,000.00	1.000	02/28/2018	02/28/2013	1.170	1.186	9,941,400.00		10,000,000.00	10,000,000.00
3135G0UX9	12056	FNMA	10,000,000.00	1.200	02/28/2018	02/28/2013	1.184	1.200	9,906,000.00		10,000,000.00	10,000,000.00
3136G1F95	12057	FNMA	10,000,000.00	0.750	02/28/2018	02/28/2013	1.259	1.276	9,978,800.00		9,995,000.00	9,996,008.33
3135G0VG5	12058	FNMA	10,000,000.00	1.500	03/13/2018	03/13/2013	1.184	1.200	10,011,900.00		10,145,000.00	10,116,966.67
3136G1GS2	12060	FNMA	10,000,000.00	1.000	03/27/2018	03/27/2013	0.937	0.950	9,984,900.00		10,000,000.00	10,000,000.00
3136G1HB8	12061	FNMA	10,000,000.00	0.800	03/28/2018	03/28/2013	1.100	1.115	9,931,800.00		10,000,000.00	10,000,000.00
3136G1J77	12073	FNMA	10,000,000.00	0.750	04/11/2018	04/11/2013	1.178	1.195	9,916,100.00		10,000,000.00	10,000,000.00
3136G1JY6	12077	FNMA	10,000,000.00	0.800	04/24/2018	04/24/2013	1.134	1.150	9,905,200.00		9,997,500.00	9,997,928.39
3136G1JY6	12078	FNMA	10,000,000.00	0.800	04/24/2018	04/24/2013	1.129	1.145	9,905,200.00		10,000,000.00	10,000,000.00
3136G1K99	12080	FNMA	10,000,000.00	0.750	04/30/2018	04/30/2013	1.104	1.120	9,855,300.00		10,000,000.00	10,000,000.00
3136G1K81	12081	FNMA	10,000,000.00	0.750	04/30/2018	04/30/2013	1.104	1.120	9,894,800.00		10,000,000.00	10,000,000.00
3135G0WB5	12082	FNMA	10,000,000.00	1.200	04/18/2018	05/02/2013	1.110	1.125	9,865,500.00	Received	10,036,000.00	10,000,000.00
3136G1LA5	12086	FNMA	10,000,000.00	0.500	05/15/2018	05/15/2013	1.126	1.141	9,929,000.00		10,000,000.00	10,000,000.00
3136G1KV0	12087	FNMA	10,000,000.00	0.750	05/15/2018	05/15/2013	1.090	1.105	9,899,500.00		10,000,000.00	10,000,000.00

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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency Coupons												
3136G1M63	12088	FNMA	10,000,000.00	0.750	05/22/2018	05/22/2013	1.126	1.141	9,984,900.00		10,000,000.00	10,000,000.00
3136G1V10	13009	FNMA	10,000,000.00	2.150	09/27/2018	09/27/2013	2.121	2.150	10,013,900.00		10,000,000.00	10,000,000.00
3136G1YB9	13034	FNMA	10,000,000.00	1.000	12/27/2018	12/27/2013	1.870	1.896	10,015,500.00		10,000,000.00	10,000,000.00
3136G1Y70	13040	FNMA	10,000,000.00	2.050	01/23/2019	01/23/2014	2.022	2.050	10,059,800.00		10,000,000.00	10,000,000.00
Federal Agency Coupons Totals			560,000,000.00				1.329	1.347	657,800,311.11	42,911.11	660,343,300.00	660,283,100.14
Medium Term Notes												
037833AG5	12085	AAPL	10,000,000.00	0.488	05/03/2018	05/07/2013	0.404	0.410	10,000,500.00	Received	10,040,090.00	10,033,527.38
36962G4S0	10056	GE CAP	10,000,000.00	0.897	09/30/2015	12/08/2010	1.244	1.261	10,000,100.00	Received	9,965,000.00	9,988,501.73
36962G4L5	11053	GE CAP	10,000,000.00	3.500	06/29/2015	11/21/2011	2.103	2.132	10,399,200.00	Received	10,472,200.00	10,173,891.83
36962G5Q3	11090	GE CAP	10,000,000.00	1.000	01/30/2015	01/31/2012	1.117	1.133	10,037,200.00	Received	10,000,000.00	10,000,000.00
36962G5U4	12014	GE CAP	7,985,000.00	0.742	04/13/2015	10/22/2012	0.732	0.742	8,007,358.00	Received	8,003,365.50	7,993,286.12
36962G6Q2	12071	GE CAP	10,000,000.00	0.839	01/08/2016	04/11/2013	0.644	0.653	10,072,200.00	Received	10,052,300.00	10,035,343.57
36962G5W0	13016	GE CAP	10,000,000.00	2.300	04/27/2017	10/28/2013	1.299	1.317	10,365,438.89	638.89	10,335,000.00	10,302,910.53
36962G6R0	13017	GE CAP	10,000,000.00	1.000	01/08/2016	10/28/2013	0.750	0.761	10,079,500.00	Received	10,052,000.00	10,043,903.80
46625HJA9	11099	JPM	10,000,000.00	3.150	07/05/2016	03/09/2012	2.348	2.380	10,509,900.00	Received	10,314,200.00	10,170,427.25
48126EAA5	12010	JPM	10,000,000.00	2.000	08/15/2017	09/26/2012	1.706	1.730	10,161,900.00	Received	10,125,900.00	10,089,039.00
48126DW99	12089	JPM	10,000,000.00	1.125	08/04/2018	06/04/2013	1.110	1.125	9,800,500.00	Received	10,000,000.00	10,000,000.00
594918AG9	10069	MSFT	10,000,000.00	1.625	09/25/2015	12/17/2010	2.150	2.180	10,189,900.00	Received	9,749,800.00	9,917,796.51
594918AV6	13023	MSFT	10,000,000.00	1.625	12/06/2018	12/09/2013	1.722	1.746	9,993,654.17	1,354.17	9,942,300.00	9,946,287.11
89233P4B9	11121	TOYOTA	10,000,000.00	3.200	08/17/2015	05/30/2012	1.126	1.142	10,359,900.00	Received	10,614,800.00	10,261,078.94
94974BFK1	12075	WELLFG	10,000,000.00	0.867	04/23/2018	04/23/2013	0.870	0.882	10,085,700.00		10,000,000.00	10,000,000.00
13014	13014	WF	10,000,000.00	2.625	12/16/2016	10/22/2013	1.075	1.090	10,481,900.00	Received	10,473,500.00	10,419,588.70
92976GAE1	13004	WFC	10,000,000.00	5.600	03/15/2016	08/20/2013	1.297	1.315	10,930,500.00	Received	11,079,000.00	10,856,201.08
92976WBH8	13041	WFC	10,000,000.00	5.750	02/01/2018	01/27/2014	1.746	1.770	11,556,100.00	Received	11,534,400.00	11,499,334.07
931142DJ9	13029	WMT	10,000,000.00	1.950	12/15/2018	12/16/2013	1.835	1.861	10,134,883.33	40,083.33	10,042,000.00	10,080,332.36
Medium Term Notes Totals			187,985,000.00				1.340	1.359	193,156,334.39	42,076.39	192,795,455.50	191,811,449.98
Negotiable Certificates of Deposit												
89112TXB5	13027	TDNY	10,000,000.00	0.145	03/11/2014	12/10/2013	0.145	0.147	10,000,100.00		10,000,000.00	10,000,000.00
Negotiable Certificates of Deposit Totals			10,000,000.00				0.145	0.147	10,000,100.00	0.00	10,000,000.00	10,000,000.00
Commercial Paper Disc. -Amortizing												
74977LF51	13026	RABUSA	10,000,000.00	0.200	06/05/2014	12/10/2013	0.200	0.203	9,994,666.67		9,990,166.67	9,994,666.67

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General Fund
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Investment Status Report - Investments
February 28, 2014

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CUSIP	Investment #	Issuer	Commercial Paper Disc. - Amortizing Totals	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
PFA - HELICOPTER													
SYS08169	08169	PFA		674,413.00	2.476	04/11/2016	04/09/2009	2.442	2.476	674,413.00		674,413.00	674,413.00
				PFA - HELICOPTER Totals				2.442	2.476	674,413.00	0.00	674,413.00	674,413.00
Local Agency Bonds													
13019	13019	ACK		380,000.00	2.300	10/31/2019	10/31/2013	2.300	2.332	380,000.00		380,000.00	380,000.00
SYS05311	05311	MFJPA		80,127,261.00	4.780	04/01/2036	03/29/2006	4.715	4.780	80,127,261.00		80,127,261.00	80,127,261.00
SYS	12090	MPP		2,100,000.00	0.750	07/18/2014	06/18/2013	0.750	0.760	2,100,000.00		2,100,000.00	2,100,000.00
				Local Agency Bonds Totals				4.603	4.667	82,607,261.00	0.00	82,607,261.00	82,607,261.00
Rolling Repurchase Agreements - 2													
SYS11085	11085	CF		0.00	0.130		01/17/2012	0.130	0.132	0.00		0.00	0.00
SYS000SWEEP	SWEEP	WFB-S		5,560,286.43			03/01/2012	0.000	0.000	5,560,286.43		5,560,286.43	5,560,286.43
				Rolling Repurchase Agreements - 2 Totals				0.000	0.000	5,560,286.43	0.00	5,560,286.43	5,560,286.43
mPower Placer													
SYS13037	13037	MPP		4,855,228.71	3.500		01/02/2014	3.452	3.500	4,855,228.71		4,855,228.71	4,855,228.71
				mPower Placer Totals				3.452	3.500	4,855,228.71	0.00	4,855,228.71	4,855,228.71
Municipal Bonds *													
12076	12076	CICF		1,007,134.76	0.400	06/30/2014	04/21/2013	0.395	0.400	1,007,134.76		1,007,134.76	1,007,134.76
				Municipal Bonds * Totals				0.395	0.400	1,007,134.76	0.00	1,007,134.76	1,007,134.76
				Investment Totals				1.589	1.591	1,015,653,136.07	84,987.50	1,016,698,110.79	1,016,698,110.79

Data Updated: FUNDSNAP: 03/05/2014 10:45
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Portfolio PLCR
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General Fund
Portfolio Management
Investment Status Report - Cash
February 28, 2014

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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
Cash at Bank												
SYS000000	00000	PLACER	51,132,621.57				0.000	0.000	51,132,621.57		51,132,621.57	51,132,621.57
Undeposited Receipts												
SYS000000VAULT	00000VAULT	PLACER	489,452.29				0.000	0.000	489,452.29		489,452.29	489,452.29
Cash Totals			51,622,073.86							0.00	51,622,073.86	51,622,073.86
Total Cash and Investments			1,064,311,397.76				1.589	1.591	1,067,275,209.93	84,987.50	1,070,277,194.93	1,068,318,184.65

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Placer County

General Fund
Purchases Report
Sorted by Fund - Fund
February 1, 2014 - February 28, 2014

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
General Fund													
3130A0QB9	13043	1010	FAC	FHLB	10,000,000.00	02/13/2014	08/13 - 02/13	10,000,000.00		2.050	02/13/2019	2.050	10,000,000.00
3130A0Q29	13044	1010	FAC	FHLB	10,000,000.00	02/14/2014	08/14 - 02/14	10,000,000.00		2.000	02/14/2019	2.000	10,000,000.00
3130A0WU0	13045	1010	FAC	FHLB	10,000,000.00	02/25/2014	08/25 - 02/25	10,000,000.00		1.830	02/25/2019	1.830	10,000,000.00
3130A0WQ9	13046	1010	FAC	FHLB	10,000,000.00	02/28/2014	08/28 - 02/28	10,000,000.00		1.000	02/28/2019	2.176	10,000,000.00
	Subtotal				40,000,000.00			40,000,000.00	0.00				40,000,000.00
	Total Purchases				40,000,000.00			40,000,000.00	0.00				40,000,000.00

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Office of
Jenine Windeshausen
Treasurer-Tax Collector
County of Placer



COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of MARCH 31, 2014

2976 Richardson Drive • Auburn, California 95603
Tax Collector / Business Licenses (530) 889-4120 • Treasurer (530) 889-4140 • Bonds (530) 889-4146

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PREFACE

Placer County Treasurer's Pooled Investment Report

March 31, 2014

For the purpose of clarity the following glossary of investment terms has been provided.

Book Value is the purchase price of a security plus amortization of any premium or discount. This may be more or less than face value, depending upon whether the security was purchased at a premium or at a discount.

Par Value is the principal amount of a security and the amount of principal that will be paid at maturity.

Market Value is the value at which a security can be sold at the time it is priced or the need to sell arises.

Market values are only relevant if the investment is sold prior to maturity. Profit or loss would be realized only if the specific investment were to be sold.

Government Code 53646 Compliance Report

The following information is a monthly update of funds on deposit in the Placer County Treasury pursuant to California Government code Section 53646. Further details of individual investments are included in the Treasurer's Monthly Investment Report. All investment transactions and decisions have been made with full compliance with California Government Code and Placer County's Statement of Investment Policy.

Individual securities are priced at the end of each month by Wells Fargo Bank.

The Weighted Average Maturity of the investments with the Treasury is 1,785 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by \$126,517,610.36 in cash and investments maturing in the next 180 days.



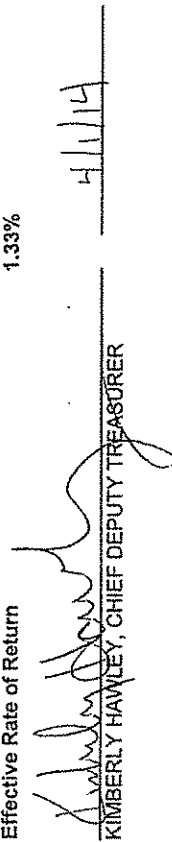
Placer County

General Fund
Portfolio Management
Portfolio Summary
March 31, 2014

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Coupons	40,000,000.00	39,728,000.00	39,838,703.76	3.75	1,822	1,049	1.153	1.159
Federal Agency Coupons	660,000,000.00	655,094,800.00	660,241,859.33	62.13	1,820	1,508	1.344	1.363
Medium Term Notes	197,985,000.00	202,488,897.84	201,688,520.08	18.98	1,446	1,006	1.310	1.328
Commercial Paper Disc. -Amortizing	70,000,000.00	69,985,301.01	69,985,300.01	6.59	75	50	0.154	0.156
PFA - HELICOPTER	674,413.00	674,413.00	674,413.00	0.08	2,559	741	2.442	2.476
Local Agency Bonds	83,550,677.00	83,550,677.00	83,550,677.00	7.86	10,856	7,809	4.221	4.280
mPower Placer	5,698,180.82	5,698,180.82	5,698,180.82	0.54	1	1	3.452	3.500
Municipal Bonds *	1,007,134.76	1,007,134.76	1,007,134.76	0.09	435	90	0.395	0.400
Investments	1,058,915,405.58	1,058,227,404.43	1,062,684,788.76	100.00%	2,318	1,785	1.489	1.510

Cash								
Passbook/Checking (not included in yield calculations)	53,410,475.60	53,410,475.60	53,410,475.60		1	1	0.000	0.000
Total Cash and Investments	1,112,325,881.18	1,111,637,880.03	1,116,095,264.36		2,318	1,785	1.489	1.510

Total Earnings	March 31	Month Ending	Fiscal Year To Date
Current Year	1,232,966.62		9,880,553.96
Average Daily Balance	1,092,763,909.33		1,045,301,772.42
Effective Rate of Return	1.33%		1.26%


KIMBERLY HAWLEY, CHIEF DEPUTY TREASURER

Reporting period 03/01/2014-03/31/2014
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General Fund
Portfolio Management
Portfolio Details - Investments
March 31, 2014

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
U.S. Treasury Coupons											
912828P3	10046	U. S. TREASURY COUPON		12/02/2010	10,000,000.00	10,177,300.00	9,965,625.00	1.375	1.569	608	11/30/2015
912828P3	10047	U. S. TREASURY COUPON		12/02/2010	10,000,000.00	10,177,300.00	9,956,250.00	1.375	1.627	608	11/30/2015
912828U1	12083	U. S. TREASURY COUPON		05/06/2013	10,000,000.00	9,886,700.00	9,960,346.12	0.825	0.714	1,490	04/30/2018
912828U1	12084	U. S. TREASURY COUPON		05/07/2013	10,000,000.00	9,686,700.00	9,956,483.64	0.825	0.701	1,490	04/30/2018
		Subtotal and Average	41,134,940.43		40,000,000.00	39,728,000.00	39,838,703.76		1.153	1,049	
Federal Agency Coupons											
3133ECB46	12038	FEDERAL FARM CREDIT BANK		12/26/2012	10,000,000.00	9,835,700.00	9,992,527.78	0.900	0.908	1,365	12/26/2017
3133ECD1	12043	FEDERAL FARM CREDIT BANK		01/24/2013	10,000,000.00	9,843,800.00	9,992,374.86	0.940	0.947	1,392	01/22/2018
3133ECE3	12048	FEDERAL FARM CREDIT BANK		02/06/2013	10,000,000.00	9,872,000.00	10,000,000.00	1.100	1.085	1,407	02/06/2018
3133ECFA7	12049	FEDERAL FARM CREDIT BANK		02/13/2013	10,000,000.00	9,773,300.00	10,000,000.00	1.080	1.065	1,414	02/13/2018
3133ECJX3	12059	FEDERAL FARM CREDIT BANK		03/26/2013	10,000,000.00	9,809,900.00	9,994,020.83	1.040	1.041	1,455	03/26/2018
3133ECL44	12072	FEDERAL FARM CREDIT BANK		04/11/2013	10,000,000.00	9,788,100.00	9,997,986.11	1.000	0.991	1,471	04/11/2018
3133ECV43	13003	FEDERAL FARM CREDIT BANK		07/23/2013	10,000,000.00	10,034,500.00	10,000,000.00	1.930	1.904	1,574	07/23/2018
3133ED3K6	13011	FEDERAL FARM CREDIT BANK		10/03/2013	10,000,000.00	9,967,020.83	9,997,817.66	1.875	1.856	1,645	10/02/2018
3133ED2Q4	13015	FEDERAL FARM CREDIT BANK		10/25/2013	10,000,000.00	10,058,300.00	10,043,644.38	2.080	1.876	1,637	09/24/2018
3133ED9K6	13020	FEDERAL FARM CREDIT BANK		11/19/2013	10,000,000.00	10,010,979.17	10,046,164.47	1.875	1.769	1,645	10/02/2018
313380TD9	12013	FEDERAL HOME LOAN BANK		10/16/2012	10,000,000.00	9,881,800.00	10,000,000.00	1.000	0.986	1,294	10/16/2017
3133813R4	12036	FEDERAL HOME LOAN BANK		12/19/2012	10,000,000.00	9,831,400.00	10,000,000.00	1.000	0.986	1,318	11/09/2017
3133826K4	12054	FEDERAL HOME LOAN BANK		02/27/2013	10,000,000.00	9,911,200.00	10,000,000.00	1.000	0.937	1,428	02/27/2018
313382QF3	12069	FEDERAL HOME LOAN BANK		04/09/2013	10,000,000.00	9,804,800.00	9,997,988.89	1.010	1.001	1,469	04/09/2018
313382RQ8	12079	FEDERAL HOME LOAN BANK		04/30/2013	10,000,000.00	9,876,700.00	10,000,000.00	0.750	1.224	1,490	04/30/2018
3130A0GH7	13031	FEDERAL HOME LOAN BANK		12/27/2013	10,000,000.00	9,912,500.00	10,000,000.00	1.500	1.863	1,731	12/27/2018
3130A0EK2	13033	FEDERAL HOME LOAN BANK		12/27/2013	10,000,000.00	9,995,200.00	10,000,000.00	1.000	2.047	1,731	12/27/2018
3130A0P79	13042	FEDERAL HOME LOAN BANK		01/30/2014	10,000,000.00	10,086,600.00	10,101,248.89	2.250	1.934	1,673	10/30/2018
3130A0QB9	13043	FEDERAL HOME LOAN BANK		02/13/2014	10,000,000.00	10,021,300.00	10,000,000.00	2.050	2.022	1,779	02/13/2019
3130A0Q29	13044	FEDERAL HOME LOAN BANK		02/14/2014	10,000,000.00	10,003,200.00	10,000,000.00	2.000	1.973	1,780	02/14/2019
3130A0WU0	13045	FEDERAL HOME LOAN BANK		02/25/2014	10,000,000.00	9,932,500.00	10,000,000.00	1.930	1.805	1,791	02/25/2019
3130A0WQ9	13046	FEDERAL HOME LOAN BANK		02/28/2014	10,000,000.00	9,993,100.00	10,000,000.00	1.000	2.146	1,794	02/28/2019
3130A12C1	13049	FEDERAL HOME LOAN BANK		03/20/2014	10,000,000.00	10,007,100.00	10,000,000.00	0.750	2.266	1,814	03/20/2019
3130A15L8	13050	FEDERAL HOME LOAN BANK		03/26/2014	10,000,000.00	9,921,400.00	9,992,520.83	1.000	2.101	1,820	03/26/2019
3130A16U7	13051	FEDERAL HOME LOAN BANK		03/27/2014	10,000,000.00	9,970,200.00	10,000,000.00	0.800	2.462	1,821	03/27/2019
3134G4GN2	13013	FED HOME LOAN MORT CORP		10/09/2013	10,000,000.00	10,004,900.00	10,000,000.00	2.300	2.268	1,652	10/09/2018
3134G4JB5	13018	FED HOME LOAN MORT CORP		10/30/2013	10,000,000.00	10,043,400.00	10,000,000.00	1.250	1.917	1,673	10/30/2018
3134G47M4	13028	FED HOME LOAN MORT CORP		12/11/2013	10,000,000.00	9,923,100.00	9,995,336.39	1.500	1.491	1,547	06/26/2018
3134G4QE1	13032	FED HOME LOAN MORT CORP		12/27/2013	10,000,000.00	10,012,700.00	10,000,000.00	1.250	1.814	1,731	12/27/2018

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General Fund
Portfolio Management
Portfolio Details - Investments
March 31, 2014

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
Federal Agency Coupons											
3134G4NX2	13035	FED HOME LOAN MORT CORP		12/27/2013	10,000,000.00	10,011,300.00	10,000,000.00	1.000	2.003	1,731	12/27/2018
3134G4NX2	13036	FED HOME LOAN MORT CORP		12/27/2013	10,000,000.00	10,011,300.00	10,000,000.00	1.000	2.003	1,731	12/27/2018
3136G0B59	12007	FEDERAL NATIONAL MORT. ASSOC.		09/20/2012	10,000,000.00	9,986,800.00	10,000,000.00	0.700	1.080	1,268	09/20/2017
3136G0K34	12008	FEDERAL NATIONAL MORT. ASSOC.		09/25/2012	10,000,000.00	9,926,800.00	10,000,000.00	0.750	0.715	1,273	09/25/2017
3136G0H46	12009	FEDERAL NATIONAL MORT. ASSOC.		09/25/2012	10,000,000.00	10,005,000.00	10,000,000.00	0.600	1.046	1,274	09/28/2017
3136G0N72	12015	FEDERAL NATIONAL MORT. ASSOC.		10/25/2012	10,000,000.00	9,938,800.00	10,000,000.00	0.700	1.029	1,303	10/25/2017
3136G0Y68	12017	FEDERAL NATIONAL MORT. ASSOC.		11/08/2012	10,000,000.00	9,971,200.00	10,000,000.00	0.500	0.990	1,317	11/08/2017
3135G0QW6	12018	FEDERAL NATIONAL MORT. ASSOC.		11/08/2012	10,000,000.00	9,887,200.00	10,000,000.00	1.000	0.986	1,317	11/08/2017
3136G04F5	12024	FEDERAL NATIONAL MORT. ASSOC.		11/21/2012	10,000,000.00	9,945,600.00	10,000,000.00	0.750	1.104	1,330	11/21/2017
3136G12J7	12027	FEDERAL NATIONAL MORT. ASSOC.		12/05/2012	10,000,000.00	9,952,300.00	10,000,000.00	0.850	0.789	1,344	12/05/2017
3136G07K1	12028	FEDERAL NATIONAL MORT. ASSOC.		12/05/2012	10,000,000.00	9,886,900.00	9,998,319.44	0.700	0.998	1,345	12/05/2017
3136G07K1	12029	FEDERAL NATIONAL MORT. ASSOC.		12/05/2012	10,000,000.00	9,886,900.00	10,000,000.00	0.700	0.988	1,345	12/05/2017
3136G12A6	12033	FEDERAL NATIONAL MORT. ASSOC.		12/13/2012	10,000,000.00	9,911,000.00	10,000,000.00	0.750	0.730	1,352	12/13/2017
3136G15C9	12035	FEDERAL NATIONAL MORT. ASSOC.		12/19/2012	10,000,000.00	9,902,700.00	10,000,000.00	0.700	1.094	1,358	12/19/2017
3136G15K1	12039	FEDERAL NATIONAL MORT. ASSOC.		12/27/2012	10,000,000.00	9,943,200.00	10,000,000.00	0.700	0.651	1,366	12/27/2017
3136G16W4	12040	FEDERAL NATIONAL MORT. ASSOC.		12/27/2012	10,000,000.00	9,921,700.00	9,998,504.44	0.650	0.645	1,366	12/27/2017
3136G18A6	12045	FEDERAL NATIONAL MORT. ASSOC.		01/30/2013	10,000,000.00	9,917,600.00	9,998,467.78	0.700	1.134	1,400	01/30/2018
3136G18D0	12046	FEDERAL NATIONAL MORT. ASSOC.		01/30/2013	10,000,000.00	9,878,000.00	10,000,000.00	0.750	1.031	1,400	01/30/2018
3136G1857	12047	FEDERAL NATIONAL MORT. ASSOC.		01/30/2013	10,000,000.00	9,908,200.00	10,000,000.00	0.750	1.031	1,400	01/30/2018
3136G1CU1	12053	FEDERAL NATIONAL MORT. ASSOC.		02/22/2013	10,000,000.00	9,893,100.00	9,988,326.85	0.750	1.135	1,422	02/21/2018
3136G1DB2	12055	FEDERAL NATIONAL MORT. ASSOC.		02/26/2013	10,000,000.00	9,902,700.00	10,000,000.00	1.000	1.170	1,429	02/28/2018
3135G0UX9	12056	FEDERAL NATIONAL MORT. ASSOC.		02/28/2013	10,000,000.00	9,890,400.00	10,000,000.00	1.200	1.184	1,429	02/28/2018
3136G1F55	12057	FEDERAL NATIONAL MORT. ASSOC.		02/28/2013	10,000,000.00	9,941,800.00	9,996,091.67	0.750	1.259	1,429	02/28/2018
3135G0V65	12058	FEDERAL NATIONAL MORT. ASSOC.		03/13/2013	10,000,000.00	9,956,900.00	10,114,550.00	1.500	1.184	1,442	03/13/2018
3136G1CS2	12060	FEDERAL NATIONAL MORT. ASSOC.		03/27/2013	10,000,000.00	9,922,900.00	10,000,000.00	1.000	0.937	1,456	03/27/2018
3136G1HB8	12061	FEDERAL NATIONAL MORT. ASSOC.		03/28/2013	10,000,000.00	9,891,300.00	10,000,000.00	0.800	1.100	1,457	03/28/2018
3136G1J77	12073	FEDERAL NATIONAL MORT. ASSOC.		04/11/2013	10,000,000.00	9,873,700.00	10,000,000.00	0.750	1.178	1,471	04/11/2018
3136G1JY6	12077	FEDERAL NATIONAL MORT. ASSOC.		04/24/2013	10,000,000.00	9,863,700.00	9,997,968.06	0.800	1.134	1,484	04/24/2018
3136G1JY6	12078	FEDERAL NATIONAL MORT. ASSOC.		04/24/2013	10,000,000.00	9,853,700.00	10,000,000.00	0.800	1.129	1,484	04/24/2018
3136G1K99	12080	FEDERAL NATIONAL MORT. ASSOC.		04/30/2013	10,000,000.00	9,814,600.00	10,000,000.00	0.750	1.104	1,490	04/30/2018
3136G1K81	12081	FEDERAL NATIONAL MORT. ASSOC.		04/30/2013	10,000,000.00	9,854,900.00	10,000,000.00	0.750	1.104	1,490	04/30/2018
3135G0WB5	12082	FEDERAL NATIONAL MORT. ASSOC.		05/02/2013	10,000,000.00	9,817,600.00	10,000,000.00	1.200	1.110	1,478	04/18/2018
3136G1LA5	12086	FEDERAL NATIONAL MORT. ASSOC.		05/15/2013	10,000,000.00	9,891,200.00	10,000,000.00	0.500	1.126	1,505	05/15/2018
3136G1KV0	12087	FEDERAL NATIONAL MORT. ASSOC.		05/15/2013	10,000,000.00	9,861,000.00	10,000,000.00	0.750	1.090	1,505	05/15/2018
3136G1M63	12088	FEDERAL NATIONAL MORT. ASSOC.		05/22/2013	10,000,000.00	9,844,800.00	10,000,000.00	0.750	1.126	1,512	05/22/2018
3136G1YB9	13034	FEDERAL NATIONAL MORT. ASSOC.		12/27/2013	10,000,000.00	10,007,900.00	10,000,000.00	1.000	1.870	1,731	12/27/2018

Data Updated: FUNDSNAP: 04/02/2014 11:59
Run Date: 04/02/2014 - 11:59

Portfolio PLCR
NLI AC
PM (PRF_PMT) 7.3.0

5.5.23

General Fund
Portfolio Management
Portfolio Details - Investments
March 31, 2014

Page 3

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity
Federal Agency Coupons										
3136G1YT0	13040	FEDERAL NATIONAL MORT. ASSOC.		01/23/2014	10,000,000.00	10,053,400.00	10,000,000.00	2.050	2.022	1,758
		Subtotal and Average	557,367,352.97		660,000,000.00	655,094,800.00	660,241,859.33		1.344	1,508
Medium Term Notes										
037833AG5	12085	Apple Inc.		05/07/2013	10,000,000.00	10,004,400.00	10,032,857.73	0.488	0.404	1,493
36962G4S0	10056	GENERAL ELECTRIC CAPITAL CORP		12/08/2010	10,000,000.00	10,049,300.00	9,988,107.97	0.884	1.240	547
36962G4L5	11053	GENERAL ELECTRIC CAPITAL CORP		11/21/2011	10,000,000.00	10,366,200.00	10,162,978.12	3.500	2.103	454
36962G5Q3	11090	GENERAL ELECTRIC CAPITAL CORP		01/31/2012	10,000,000.00	10,012,900.00	10,000,000.00	1.000	1.117	304
36962G5U4	12014	GENERAL ELECTRIC CAPITAL CORP		10/22/2012	7,965,000.00	8,005,521.45	7,992,667.75	0.742	0.732	377
36962G8Q2	12071	GENERAL ELECTRIC CAPITAL CORP		04/11/2013	10,000,000.00	10,069,600.00	10,033,753.90	0.839	0.644	647
36962G5W0	13016	GENERAL ELECTRIC CAPITAL CORP		10/28/2013	10,000,000.00	10,297,538.89	10,294,928.01	2.300	1.299	1,122
36962G6R0	13017	GENERAL ELECTRIC CAPITAL CORP		10/28/2013	10,000,000.00	10,071,800.00	10,041,929.11	1.000	0.750	647
46625HJA9	11099	JP MORGAN CHASE BANK		03/09/2012	10,000,000.00	10,464,500.00	10,164,369.41	3.150	2.348	826
48126EAA5	12010	JP MORGAN CHASE BANK		09/26/2012	10,000,000.00	10,137,500.00	10,086,891.76	2.000	1.706	1,232
48126DW39	12089	JP MORGAN CHASE BANK		06/04/2013	10,000,000.00	9,703,500.00	10,000,000.00	1.125	1.110	1,525
594918AG9	10069	Microsoft Corp		12/17/2010	10,000,000.00	10,175,900.00	9,922,169.03	1.625	2.150	542
594918AV6	13023	Microsoft Corp		12/09/2013	10,000,000.00	9,925,954.17	9,947,250.39	1.625	1.722	1,710
89233P4B9	11121	TOYOTA MOTOR CREDIT		05/30/2012	10,000,000.00	10,320,400.00	10,244,271.29	3.200	1.126	442
94974BFK1	12075	WELLS FARGO & CO.		04/23/2013	10,000,000.00	10,092,300.00	10,000,000.00	0.867	0.870	1,483
94974BEZ9	13014	WELLS FARGO BANK		10/22/2013	10,000,000.00	10,420,800.00	10,407,051.19	2.625	1.075	989
92976GAE1	13004	WACHOVIA MORTGAGE FSB		08/20/2013	10,000,000.00	10,868,800.00	10,821,206.49	5.600	1.297	714
92976WBH8	13041	WACHOVIA MORTGAGE FSB		01/27/2014	10,000,000.00	11,449,900.00	11,467,455.96	5.750	1.746	1,402
94986RTD3	13047	WACHOVIA MORTGAGE FSB		03/06/2014	10,000,000.00	9,998,600.00	10,000,000.00	0.750	0.740	1,800
931142DJ9	13029	WAL-MART STORES		12/16/2013	10,000,000.00	10,052,583.33	10,079,631.97	1.950	1.835	1,719
		Subtotal and Average	200,133,115.67		197,985,000.00	202,488,897.84	201,686,520.08		1.310	1,006

Negotiable Certificates of Deposit

Subtotal and Average 3,225,806.45

Commercial Paper Disc. -Amortizing

0559N1E66	13048	BNP Paribas Finance Inc		03/18/2014	40,000,000.00	39,993,778.78	39,993,777.78	0.160	0.160	35
74977LF51	13026	RABOBANK USA FIN CORP		12/10/2013	10,000,000.00	9,996,388.89	9,996,388.89	0.200	0.200	65
89233HFD1	13052	Toyota Motor Credit Corp		03/28/2014	20,000,000.00	19,995,133.34	19,995,133.34	0.120	0.120	73
		Subtotal and Average	30,636,744.09		70,000,000.00	69,985,301.01	69,985,300.01		0.154	50

Portfolio PLCR
NLI AC
PM (PRF_PM2) 7.30

55.24

General Fund
Portfolio Management
Portfolio Details - Investments
March 31, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	Maturity Date
PFA - HELICOPTER											
SYS08169	08169	Public Finance Authority		04/09/2009	674,413.00	674,413.00	674,413.00	2.476	2.442	741	04/11/2016
		Subtotal and Average	674,413.00		674,413.00	674,413.00			2.442	741	
Local Agency Bonds											
13019	13019	Ackerman School District		10/31/2013	380,000.00	380,000.00	380,000.00	2.300	2.300	2,039	10/31/2019
SYS05311	05311	MIDDLE FORK JPA		03/29/2006	81,070,677.00	81,070,677.00	81,070,677.00	4.380	4.320	8,036	04/01/2036
SYS	12090	mPower Placer		08/18/2013	2,100,000.00	2,100,000.00	2,100,000.00	0.750	0.750	108	07/18/2014
		Subtotal and Average	82,637,693.77		83,550,677.00	83,550,677.00			4.221	7,809	
Rolling Repurchase Agreements - 2											
SYS11085	11085	CANTOR FITZGERALD		01/17/2012	0.00	0.00	0.00	0.130	0.130	1	
SYS000SWEEP	SWEEP	WFB REPURCHASE-SWEEP		03/01/2012	0.00	0.00	0.00	0.000	0.000	1	
		Subtotal and Average	16,075,250.28		0.00	0.00	0.00	0.000	0.000	0	
mPower Placer											
SYS13037	13037	mPower Placer		01/02/2014	5,698,180.82	5,698,180.82	5,698,180.82	3.500	3.452	1	
		Subtotal and Average	8,565,697.16		5,698,180.82	5,698,180.82			3.452	1	
Municipal Bonds *											
12076	12076	City of Colfax		04/21/2013	1,007,134.76	1,007,134.76	1,007,134.76	0.400	0.395	90	06/30/2014
		Subtotal and Average	1,007,134.76		1,007,134.76	1,007,134.76			0.395	90	
		Total and Average	1,092,763,909.33		1,058,915,405.58	1,058,227,404.43	1,062,684,788.76		1.489	1,785	

Portfolio PLCR
 NLI AC
 PM (PRF_PM2) 7.3.0

5.5.25

General Fund
Portfolio Management
Portfolio Details - Cash
March 31, 2014

Page 5

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity
Cash at Bank										
SYS00000	00000	PLACER COUNTY CASH			47,644,572.35	47,644,572.35	47,644,572.35		0.000	1
Undeposited Receipts										
SYS00000VAULT	00000VAULT	PLACER COUNTY CASH			5,765,903.25	5,765,903.25	5,765,903.25		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			1,092,763,909.33		1,112,325,881.18	1,111,637,880.03	1,116,095,264.36		1.489	1,785

Data Updated: FUNDSNAP: 04/02/2014 11:59
Run Date: 04/02/2014 - 11:59

Portfolio PLCR
NLI AC
PM (PRF_PW2) 7.3.0

5.5.26



Placer County

General Fund
Purchases Report
Sorted by Fund - Fund
March 1, 2014 - March 31, 2014

CUSIP	Investment #	Fund	Sec. Type	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
General Fund												
94986RTD3	13047	1010	MTN WFC	10,000,000.00	03/06/2014	06/06 - Quarterly	10,000,000.00		0.750	03/06/2019	0.750	10,000,000.00
0556N1E66	13048	1010	ACP PARFIN	40,000,000.00	03/18/2014	05/08 - At Maturity	39,991,288.89		0.160	05/06/2014	0.160	39,993,777.78
3130A12C1	13049	1010	FAC FHLB	10,000,000.00	03/20/2014	09/20 - 03/20	10,000,000.00		0.750	03/20/2019	2.288	10,000,000.00
3130A15L8	13050	1010	FAC FHLB	10,000,000.00	03/26/2014	09/26 - 03/26	9,992,500.00		1.000	03/26/2019	2.130	9,992,520.83
3130A16U7	13051	1010	FAC FHLB	10,000,000.00	03/27/2014	09/27 - 03/27	10,000,000.00		0.600	03/27/2019	2.498	10,000,000.00
89233HFD1	13052	1010	ACP TOYCC	20,000,000.00	03/28/2014	06/13 - At Maturity	19,994,866.67		0.120	06/13/2014	0.120	19,995,133.34
			Subtotal	100,000,000.00			99,978,655.56	0.00				99,981,431.95
			Total Purchases	100,000,000.00			99,978,655.56	0.00				99,981,431.95

Portfolio PLCR
NLI AC
PU (PRF_PU) 7.1.1
Report Ver. 7.3.3

Data Updated: FUNDSNAP: 04/02/2014 13:32
Run Date: 04/02/2014 - 13:32

5.5.27

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

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

SUBJECT:

Ratification of Professional Services Authorization with LPA, Inc. for Structural Assessment of Lincoln High School Auto and Wood Shop

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Heather Steer, Facilities Coordinator

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Restricted Facilities Fund 21

MEETING DATE:

April 15, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached Professional Services Authorization is with LPA, Inc. for Architectural and Engineering services for a structural assessment of the Lincoln High School Auto Shop and Wood Shop building, as it relates to roof replacement.

The roof on this building has been in need of replacement for some time. However, due to the age of the building and the need to replace a high percentage of structural beams, this replacement would be under review by the Division of the State Architect (DSA). This structural assessment will give Staff an understanding of what upgrades would need to be done to the building in order to obtain DSA approval and ultimate certification.

The Board approved a Master Agreement of Services with LPA, Inc. in May of 2009, with additional projects approved as professional service authorizations. LPA, Inc. is part of the District pool of approved architects.

RECOMMENDATION:

Staff recommends that the Board of Trustees ratify the Professional Services Authorization with LPA, Inc. for structural assessment of the Lincoln High School Auto Shop and Wood Shop Building.

5.6

PROFESSIONAL SERVICES AUTHORIZATION

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

Attn: Heather Steer
Email: hsteer@wpusd.k12.ca.us
Phone: (916) 645-5100 Fax:

Project No.: 14063.10 Date: March 31, 2014
Project: Lincoln HS-Ag Shop Roof & Structural Assessment
Location: Lincoln PSA No.: 0
Office: Roseville Issued By: Steve Newsom
Client Contract: Heather Steer LPA PIC: Jon Mills
Client Job No.: License #: C21169
LPA Contracts: Donna Meyer LPA PM: Steve Newsom

Execution of this document will confirm your request for professional services. Please refer to the 'Terms and Conditions' on Exhibit '1' for additional information. The 'Terms & Conditions' are a part of this Agreement. The Project is generally described as:

Lincoln High School - Ag Shop Roof & Structural Assessment located within the Western Placer Unified School District

LPA will provide: ☒ New Services ☐ Additional Services ☐ Revised Scope of Services

Services shall include:

Site visit, roof replacement and structural upgrade assessment and report recommendations.

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of \$0.00 and shall be completed:

Pursuant to project schedule.

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions' shown on the reverse side of this authorization. The 'Terms and Conditions' are a part of this Agreement.

Fee: Fixed Fee \$4,500.00
Reimbursable Expenses: As Incurred \$500.00

The following consultants shall provide services for this scope of services:

Special Conditions:

Contract Status:	Services:	Expenses:	Contract Total:
Original Contract Amount:	\$0.00	\$0.00	\$0.00
Total of Previous Addenda:	\$0.00	\$0.00	\$0.00
Previous Totals:	\$0.00	\$0.00	\$0.00
This PSA Amount:	\$4,500.00	\$500.00	\$5,000.00
New Fee Totals:	\$4,500.00	\$500.00	\$5,000.00

Client Authorized Signature

Date

LPA Authorized Signature

Date

Jon S. Mills, AIA, LEED® AP, Principal

Please return one fully executed copy to LPA, Inc. at: 5161 California Avenue, Suite 100, Irvine, CA 92617

Tel: 949.261.1001 Fax: 949.260.1190

5.6.1

Exhibit '1'

TERMS AND CONDITIONS OF AGREEMENT

The following terms and conditions shall be applicable to the scope of services described in this 'Professional Services Authorization' (PSA) and may only be amended, superseded or replaced by a writing signed by both of the Parties to this PSA. If the proposed services described in this PSA are additional services to an existing prime Owner/Architect Agreement, ("Prime Contract") the terms and conditions of the Prime Contract shall be included herein and shall prevail if in conflict with the terms hereof or unless otherwise modified as a Special Condition of this PSA.

1. LPA, INC. ("LPA") shall provide Owner with monthly invoices accurately reflecting current expenditures of professional time and reimbursable expenses. Each invoice shall be due and payable upon receipt and delinquent thirty (30) days after date of issuance. In the event of delinquency, a service charge of 1.5% per month will be assessed. LPA reserves its right to stop the work, as outlined in this PSA, at any time without notice, due to delinquency and receive an automatic extension of the project completion date equal to the period of stoppage. In the event of stoppage of work, due to delinquent payment, LPA shall have no liability to Owner for delay and/or damage caused the Owner because of such a stoppage. LPA shall be entitled to a security interest in the Project's Property and Owner shall execute all documents and take all other steps reasonably necessary to perfect said security interest. Upon default by Owner, LPA may file a notice of lis pendens concerning the property and notify all potentially interested parties of its interest herein in said property. No deductions shall be made from the compensation to LPA on account of problems or losses for which LPA has not been held legally liable.
2. All project expenses shall be reimbursed to LPA by the Owner at a multiple of 1.10. Project expenses include, but are not necessarily limited to, all normal costs involving models, renderings, document reproduction, plotting, deliveries, mileage, and approved travel. Unless otherwise agreed to in writing, all governmental taxes and fees will be paid directly by the Client. These taxes and fees are separate and are not a part of LPA's reimbursable allowance. Unless specifically noted as being included in a 'stipulated sum', all consultant fees shall be subject to a multiple of 1.25.
3. LPA shall be responsible for only the professional services provided by it and/or its subconsultants. In particular, and without limitation, LPA shall not be responsible for delays beyond its reasonable control, for inaccurate information provided to it by Owner, Owner's Consultants or other reasonable reliable sources, for site conditions of which it was not informed, for Owner's finish materials and equipment decisions, for the action or inaction of governmental agencies or for any failures of the Project's contractors and material suppliers.
4. To the extent that LPA is required to provide Construction Administration services pursuant to this PSA, it is understood that LPA shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. LPA shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. LPA shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
5. Because of the importance of a good working relationship between LPA and Owner, neither party may assign this PSA without the written consent of the other and either party may terminate this PSA by giving at least five (5) days written notice to the other at the addresses on the reverse of this sheet, provided only that such notice is given in the good faith belief that the working relationship is less than satisfactory.
6. If at any time either party should default and materially breach this PSA, then the non-defaulting Party shall notify the defaulting party in writing setting forth clearly what must be done to cure that breach and thereafter the defaulting party shall have fourteen (14) calendar days from the date of the notice of default to cure the default.
7. The Drawings, Specifications and other documents prepared by LPA for this Project are instruments of LPA's service of the Architect for use solely with respect to this Project and, unless otherwise provided, LPA shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including any copyrights.
8. Because of the disparity between LPA's fee and potential civil liability concerning the Project, Owner shall limit LPA's actual or alleged aggregate civil liability concerning or arising out of the Project and that of LPA's principals, employees and subconsultants to Owner and whatever other parties are involved with the Project not to exceed \$50,000 or the amount of LPA's fee, whichever is less.
9. Neither the Owner nor any of the Owner's consultants nor contractors nor any of the Owner's contractors' subcontractors shall make a claim against LPA unless the Owner has first provided LPA with a written certification executed by an independent Design Professional currently practicing in the same discipline as LPA and licensed in the State of California. This certification shall: 1) identify the name and license number of the certifier; 2) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an architect performing professional services under similar circumstances; and 3) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to LPA not less than thirty (30) days prior to the presentation of any claim or the initiation of any arbitration or judicial proceeding.
10. It is recognized that neither the Architect nor the Owner have control over changing inflation factors affecting the cost of labor, materials and equipment utilized by the Architect and accordingly the Architect shall be entitled to renegotiate its quoted fees if there is an inflationary increase following the execution of this PSA and the Project is not commenced within 120 days from the date of this PSA or is delayed by the Owner for a period of more than 120 days through no fault of the Architect.
11. It is the declared policy of LPA to afford equal opportunity for employment to individuals without regard to race, religion, color, national origin or ancestry, handicap, medical condition, Veteran status, marital status, sex or age; except where sex or age is a bona fide occupational requirement and the Owner shall provide a safe and harassment-free workplace environment while LPA's employees are on the job site.

Revised: August 2009

5.6.2

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Student Discipline
Stipulated Expulsion Students #13-14-M,N

AGENDA ITEM AREA:

Consent Session

REQUESTED BY:

Michael Doherty
District Hearing Officer

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 15, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Adoption of the Carnegie Learning for LHS
Mathematics

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Michele Schuetz, Interim Assistant Superintendent NA
Cathy Garcia, LHS Math Department

ENCLOSURES:

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

Common Core funding

MEETING DATE:

April 15, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

Districts are currently in the California adoption cycle in the area of Mathematics for grades K-12. Carnegie Learning has been selected for Lincoln High School and for 8th grade Advanced Math at Glen Edwards and Twelve Bridges Middle schools to be implemented beginning in August 2014. Carnegie Learning is based on the Common Core State Standards. The projected expenditures is \$225,177.40. The cost covers the next six years of the LHS and 8th grade advanced math adoption.

RECOMMENDATION:

Approve Carnegie Learning for Lincoln High School and Advanced Math for Glen Edwards and Twelve Bridges Middle School.

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:

Consider Approving New Job Description for
Director of Educational Services and the updated
Salary Schedule for Certificated Management to
Include the New Position

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Ryan Davis
Assistant Superintendent of
Personnel Services



ENCLOSURES:

New Job Description for:
Director of Educational Services
and Revised Certificated Management
Salary Schedule

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Federal and State Categorical and
Supplemental LCFF Funding

MEETING DATE:

April 15, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

As a part of the ongoing review of job descriptions and the needs of the school sites and the District and in light of the significant impact of the new Common Core Standards, the Local Control Accountability Plan and accountability and various other increases on the demands of the Educational Services Department, there exists a need to approve a new job description for the "Director of Educational Services" position which is necessary to meet the very important increasing needs of supporting our school sites and students. The new position will be placed at the same level as the Director of Special Education as indicated on the attached Certificated Salary Schedule, which is also included to you for approval. The only change to the Salary Schedule is the addition of the new position and the removal of 4 furlough days from the current school year.

RECOMMENDATION:

Approve the new job description for the Director of Educational Services position and Revised Certificated Management Salary Schedule.

8.1

Western Placer Unified School District

POSITION DESCRIPTION

Position Title: **DIRECTOR OF EDUCATIONAL SERVICES**
Department: Educational Services /Administrative Office
Reports to: Assistant Superintendent, Education Services

SUMMARY:

Assists the Assistant Superintendent in developing, overseeing and managing the day-to-day operations of educational programs and services for the District. Plans, develops and implements functions related to curriculum, instruction, staff development, textbook adoption, District's testing and assessment programs, Mentor Teacher Program, Special Education, High Achievers, Honors and GATE Programs, assists in non-English speaking student services, provides leadership for school Site Based Management Teams, cooperates in the development of the annual consolidated application and Local Improvement Plan.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- * Provides leadership in planning and conducting curriculum studies including special programs for new courses, funding, staffing requirements and curriculum impact.
- * Participates in the selection of textbooks and provides guidance concerning textbook and other instructional material usage.
- * Assists in overseeing the development and implementation of instructional programs.
- * Assists in overseeing professional development activities for the District. Ensures a staff development program that addresses curriculum needs.
- * Assists in Managing instructional departments including Gifted and Talented, Bilingual, K-12 Music, and Art and Elementary Science programs.
- * Administers student teacher placement.
- * Coordinates and monitors the district school improvement process.
- * Assist in Developing the central instructional budget.
- * Applies for and writes grant applications, when appropriate.
- * State and Federal Categorical Funded Programs
- * State and Federal Drug, Alcohol and Tobacco Programs
- * Preschool, Latch-Key and related programs
- * Consolidated Application
- * Provides assistance and leadership in the development, implementation, articulation, and supervision of K-12 curriculum and instruction and ensures alignment with the District's strategic plan, initiatives and SMART goals.
- * Provides processes enabling staff to be knowledgeable about current curriculum and instructional issues.
- * Responsible for the process of aligning standards, curriculum and instructional support programs, and accountability systems.
- * Assist in providing for the monitoring and evaluation of district instructional programs to ensure equity in educational services provided to all students.
- * Provide direction and supervision of grants and programs as assigned.
- * Assist in the preparation for and participation in Consolidated Program Monitoring (CPM).
- * Assist schools to develop accountability, performance and intervention strategies.
- * Assist staff in test interpretation; develop and implement testing calendar.

8.1.1

- * Provides direction and assistance to principals with a focus on student achievement and District/school educational goals.
- * Supervises district coordinators or teachers on special assignment as assigned.
- * Observe, evaluate and monitor performance of certificated and classified personnel assigned to the department.
- * Observe and evaluate the K-12 instructional program and support services by regular visits to sites and conferring with principals, teachers and parents.
- * Assists site principals in teacher/staff evaluation requirements.
- * Assemble, interpret and distribute curriculum, instruction and assessment legal updates and regulations to school sites and District Office.
- * Provide information to parent/community about the professional learning community process and the instructional program.
- * Respond to parent and student concerns and appeals.
- * Other duties as assigned

SUPERVISORY RESPONSIBILITIES:

Is responsible for assisting the Assistant Superintendent of Educational Services in the overall direction, coordination, and evaluation of Bilingual Services, Special Education, Gifted and Talented, Music, Art, and Science and other Educational Services programs.

Carries out supervisory responsibilities in accordance with the District's policies and all applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

Administrative credentials, plus five years classroom experience, and previous administrative experience, knowledge of K-12 curriculum, possesses strong skills in working with groups, curriculum and staff development experience.

CERTIFICATES, LICENSES, REGISTRATIONS:

Administrative Certification and a valid teaching certificate.

LANGUAGE SKILLS:

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from the public, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to administrators, public groups/community, and Board of Trustees.

MATHEMATICAL SKILLS:

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

8.1.2

REASONING ABILITY:

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

OTHER SKILLS and ABILITIES:

Ability to apply knowledge of current research and theory in specific field. Ability to establish and maintain effective working relationships with students, staff and the school community. Ability to speak clearly and concisely both in oral and written communication. Ability to perform duties with awareness of all district requirements and Board of Trustee policies.

PHYSICAL DEMANDS:

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

While performing the duties of this position, the employee is frequently required to sit, walk, stand and talk or hear. Specific vision abilities required by this job include close vision, distance vision. Some driving is required. Frequent writing is required. Occasionally, yet essential to this position, the individual must meet deadlines with severe time constraints, interacting with the public and other workers. Occasionally the position requires the employee to work irregular or extended hours, direct responsibility for the safety, well-being or work output of other people and meet multiple demands from several people.

WORK ENVIRONMENT:

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

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

Certificated Management
2014-2015 Salary Schedule

Position Classification	Duty Days	Car Allowance	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
District Psychologist	192	200.00	64,332	69,139	73,946	78,755	83,562
**Program Support Specialist Interventions	210	125.00	71,425	73,568	75,776	78,048	80,386
Special Education Program Spec.	207	200.00	79,134	81,513	83,870	86,221	88,594
Elementary Asst. Principal	204	75.00	80,574	82,992	85,481	88,047	90,688
Preschool Program Coordinator	191	75.00	75,439	77,704	80,034	82,437	84,909
Middle School Asst. Principal	204	75.00	83,045	85,620	88,198	90,771	93,347
Director of Spec. Education	220	200.00	93,391	96,116	98,998	101,968	105,028
Elementary Principal	210	100.00	90,335	93,129	95,923	98,721	101,519
High School Asst. Principal	210	200.00	90,592	93,374	96,186	98,996	101,800
Middle School Principal	210	100.00	93,458	96,328	99,230	102,129	105,021
Continuation High School Principal	210	100.00	90,776	93,563	96,381	99,197	102,006
Director of Human Services	220	200.00	97,112	100,113	103,106	106,095	109,096
High School Principal	220	200.00	103,958	107,171	110,374	113,575	116,787
Director of Educational Services	220	200.00	93,391	96,116	98,998	101,968	105,028

District paid life insurance (\$8.33) - MA Stipend - \$1,223 - District paid ACSA dues (Suspended for the 2012-2013 school yr.) Retiree benefits as stipulated at Board of Trustee's meeting, March 7, 2000 (after 10 yrs. of service w/WPUSD, entitled to \$2775 per year for 5 years) or Board of Trustee's meeting January 15, 2008 (those offered in the agreement between the district and WPTA at Section XIV, E.2

Longevity - Based on administrative years of service in the WPUSD

5 years in administration 2.5% added to base salary
 10 years in administration 3.0% added to base salary
 15 years in administration 3.5% added to base salary
 20 years in administration 4.0% added to base salary
 1/2% Every 5 years After

Revised 6/19/01 - K-5 5%, 6-12 3%, Directors 3.87% added to 2000-01 schedule, effective 7/1/01

Revised 10/21/03 - .5% added to 2001-02 schedule, effective 7/1/02

Revised 10/21/03 - 2% added to 2002-03 schedule, effective 7/1/03

Revised 7/1/04 - Reclass Middle School Principal, Elementary School Principal, High School Principal

1.5% added to 2003-04 schedule, effective 7/1/04 for remainder positions on salary schedule

Revised 6/20/06 - 9% added to 2004-05 schedule for all positions except Elementary Asst. Principal (6%) and Director of Special Ed. (Reclassified)

Revised 7/1/07 - 4% added to 2006/2007 schedule for all positions except H.S. Assist. Princ. (4.35%)

Revised 8/1/09 - 3% added to 2007/2008 schedule effective 7/1/09 for Sp. Ed. Program Spec. & Dir., Human Ser.;

4.75% for District Psychologist; 5.41% for Elem. Assist. Princ. & Elem. Princ.; 6% for Prog. Sup. Spec.;

6.43% for Mid. Sch. Princ.; 7.42% for H.S. Assist. Princ.; 8% for Dir. Sp.Ed., Mid. Sch. Princ.,

Continuation H.S. Princ. & H.S. Princ. Also Changed H.S. Principal days from 222 to 220

Revised 7/1/11 - Salary Schedule reflects 4 furlough days

Revised 7/1/12 - Salary Schedule reflects 8 furlough days

Revised 7/1/13 - Salary Schedule reflects 4 furlough days

**Contingent Upon Continuing Grant Funding

8.1.4

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

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

DISTRICT GLOBAL GOALS

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


SUBJECT:

Consider Approving the Updated Assistant
Superintendent Salary Schedule to Include
The Educational Services Position

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Ryan Davis 
Assistant Superintendent of
Personnel Services

ENCLOSURES:

Modified Assistant Superintendent
Salary Schedule for 2014-2015

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 15, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

In light of the recent departure of our Deputy Superintendent, the position of Assistant Superintendent of Educational Services is being added back into the Assistant Superintendent Salary Schedule. The Assistant Superintendent of Educational Services position will be placed at the same level as the other Assistant Superintendent positions as indicated on the attached Assistant Superintendent Salary Schedule. The only changes to the Salary Schedule for 2014-2015 are the addition of the Assistant Superintendent of Educational Services position, the deletion of the Assistant Superintendent of Facilities and Maintenance position, which has been unfilled for several years, and the removal of 4 furlough days from the current school year.

RECOMMENDATION:

Approve the modified Assistant Superintendent Salary Schedule for 2014-2015.

8.2

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Full Time Assistant Superintendent Positions
2014-2015 Salary Schedule

Position Classification	Duty Days	Car Allowance	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Assistant Superintendent of Business Services	260	350	116,219	119,199	122,255	125,389	128,604
Assistant Superintendent of Personnel Services	260	350	116,219	119,199	122,255	125,389	128,604
Assistant Superintendent of Educational Services	260	350	116,219	119,199	122,255	125,389	128,604
MA Stipend - \$1,223							

Notation: Salary advancement is with the recommendation of the Superintendent and with the approval of the Board of Trustees.

Revised 7/1/11 - Salary Schedule reflects 4 furlough days
Revised 7/1/12 - Salary Schedule reflects 8 furlough days
Revised 7/1/13 - Salary Schedule reflects 4 furlough days

Asst/SupSalSch
7/1/2014

8.2.1

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.

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

SUBJECT:

2014-15 Budget Reductions

AGENDA ITEM AREA:

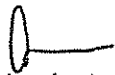
Action

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

Yes

Audrey Kilpatrick 

Assistant Superintendent of Business & Operations

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

April 15, 2014

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Although, with the implementation of the new LCFF funding formula has made significant strides towards increasing the State's increased revenue commitment to Districts, the district is currently projecting a budget deficit of approximately \$3.75 million for the 2014-15 school year.

Budget reductions have been implemented for this current year \$2.4 million with an additional \$2 million of Fund Balance reserves used to balance the 2013-14 school year. However, we find ourselves faced with another \$3.75 million in necessary budget reductions for the upcoming year. While a balanced budget is a laudable goal, the Superintendent will recommend a budget with adequate minimal reserves for a positive certification. We have targeted approximately \$1.25 million in necessary budget reductions for 2014-15 and will use available unassigned reserves for the remaining \$2.5 million.

Superintendent Leaman has compiled 2014-15 budget reduction recommendations totaling \$1,249,000 of one-time items that do not require negotiations. The District plans to use any available unassigned Fund balance reserve needed to maintain the District's positive certification and the required 3% Fund Balance Reserve for Economic Uncertainties. Over the next few months we will monitor budget assumption changes that may come from the Governor's May Revise, work with our County Office of Education staff, and provide you with updates as we develop the budget for 2014-15 and prepare multi-year projections for Board adoption by June 30, 2014.

RECOMMENDATION:

Administration recommends the Board of Trustees review, approve and implement the 2014-15 Budget Reduction Recommendations totaling \$1,249,000.

2014-15 Budget Reduction Recommendations **Background Materials**

District Recommendation

	Proposed Amount	Proposed Action	Comments	One-Time
Programs & Services	\$150,000	Sweep additional Instructional Materials budget allocations as District will be using one-time State Common Core funds to support the 2014-15 District Math adoption.		X
Programs & Services	\$124,000	Fund District Staff Development Day with Federal and LCFF Supplemental program funds for qualified staff development activities.		X
Technology	\$225,000	Suspend the computer replacement fund for one additional year.	\$75,000 remaining in budget to support technology budget	X
Reserves	\$750,000	Count the \$750,000 wetland reserve as part of the reserve for economic uncertainty.	Transfer back for 2014-16 school year.	X

Total Proposed Budget Reductions 1,249,000

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Resolution 13/14.22
Identifying High Priority Capital Outlay Projects
Sheridan Elementary School Room 4 Demolition

AGENDA ITEM AREA:

Action

REQUESTED BY:

Heather Steer, Facilities Coordinator

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Restricted Facilities Funding
Fund 35

MEETING DATE:

April 15, 2014

ROLL CALL REQUIRED:

Yes

BACKGROUND:

In February 2013, the Board Approved Resolution 12/13.16; which declared project savings from past State funding construction projects and designated High Priority Capital Outlay Projects.

The attached Resolution 13/14. adds the demolition of Room 4 at Sheridan Elementary School to our High Priority Capital Outlay Projects in order to fund that project with these project savings as well.

The additional attached report from LPA, Inc. shows that Room 4, a portable building originally placed on the site prior to 1993, and without Division of the State Architect (DSA) Certification. Currently the portable is in disrepair and is not usable for instruction. The findings from an inspection by LPA, Inc. show that the costs of repair would be far greater than demolition of the building. Inclusive of that is the need to get DSA approval, which may be impossible with this building and installation.

The attached resolution is a declaration by the Board of Trustees that the savings is declared, and that projects in which the funds can be used have been designated.

RECOMMENDATION:

Staff recommends that the Board of Trustees approve Resolution 13/14. 22.

84

Resolution No. 13/14.22

A RESOLUTION OF THE GOVERNING BOARD OF THE
WESTERN PLACER UNIFIED SCHOOL DISTRICT TO
SUPPORT OF THE USE OF SAVINGS ON OTHER
HIGH PRIORITY CAPITAL OUTLAY PROJECTS

Whereas, the Western Placer Unified School District ("District") has received funding under the School Facility Program as provided in Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code;

Whereas, the District may achieve savings on projects funded under Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code;

Whereas, the District will declared savings in writing to the OPSC after the release of all funds for the project(s) that achieved savings, as required by Section 1859.103 of the School Facility Program Regulations;

Whereas, the District declared savings and intent to utilize said savings on high priority capital outlay projects in Resolution 12/13.16;

Whereas, the District will expend any savings on other high priority capital outlay purposes as allowed under Chapter 12.5, Part 10, Division 1 Section 17070.63, of the Education Code and School Facility Program Regulation Section 1859.103:

- **Site work and associated costs related to demolition of Room 4 portable at Sheridan Elementary School**

THEREFORE, BE IT HEREBY RESOLVED, that the District Board of Education supports the expenditure of any savings, as allowed under Chapter 12.5, Part 10, Division 1 Section 17070.63, of the Education Code and School Facility Program Regulation Section 1859.103, on any of the other high priority capital outlay purposes identified in this and any prior Board approved Resolution.

Enacted this ____ day of _____, 2014, by the Western Placer Unified School District Board of Education.

AYES:

NOES:

ABSENT:

President, Governing Board
Western Placer Unified School District

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

8.4.1



p. 916.772.4300 f. 916.772.4330
w. lpainc.com e. lpa@lpainc.com

1548 Eureka Road, Suite 101, Roseville, California 95661

March 12, 2014

Ms. Heather Steer
WESTERN PLACER UNIFIED SCHOOL DISTRICT
Facilities Department
600 6th Street, Suite 400
Lincoln, CA 95648

Re: Sheridan Elementary School – Relocatable Building Assessment
LPA Project No. 14009.10

Dear Heather:

We offer the following comments based on the field observation for the existing relocatable building at the Sheridan Elementary School Site conducted on February 12, 2014 by John Gillmore of LPA, Inc.:

1. DSA approved documents were not available; however we recommend a review of the approved DSA drawings and determination if it was closed with Certification with DSA (installed properly). We were unable to locate the DSA metal plaque that typically is installed on the exterior wall (plaque shows manufacturer, DSA application number, load factors, etc.). The building is mounted on a temporary footing system. This temporary footing system installation appears to be one of the root causes of the numerous issues listed below. A typical DSA-approved relocatable foundation system would provide continuous support for the perimeter and middle of building. The observed system does not provide adequate support.
 2. The roof appears to be a single ply membrane installed over an existing roofing system. The roof appeared to be in fair condition.
 3. The roof is not sloped properly, creating multiple ponds and water intrusions at the connection of the overhang fascia and building edge where it transitions with the wall.
 4. The roof perimeter members, such as wood fascia and flashing, are failing or rotten, allowing water intrusion.
 5. The trench at the front and sides of the building is not connected to the storm drainage system and disperses water around the building. It is also full of leaves and debris, which limits the water flow.
 6. The soil around and under the building is oversaturated, probably caused by poor percolation and improper grading to direct water away from the building, and apparently there are no drain inlets in place to help mitigate. The required 18" of underside clearance from structure to grade was not provided.
 7. Under the building there is also presence of debris, trash, and one side of the building is exposed (open) to elements such as wind and rain, damaging the wood foundation and floor components. It's also provided access for wildlife.
 8. The oversaturated soil is rotting the building's wood subfloor, beam connections and plywood. This damage at the structure has a potential of failing, especially when building is occupied (live loads).
 9. The interior floor finishes are warped, loose, and stained probably due to the excessive humidity in subfloor members.
 10. The door frames look skewed, gap in corners, which appears to be telegraphing to the warping of the wall structure due to water infiltration and / or foundation system. Staff noted that once the existing canopy awning was removed, the main entry door was no longer having issues with jamming. The west facing exterior door appears to be a hollow metal knock down frame which is prone to severe water intrusion issues.
- creating sustainable places and spaces that enrich the lives of those who use them

11. The exterior plaster paneling finish has multiple cracks at joints and some deterioration and stains due to water intrusion. The black stains telegraphing through the plaster are potentially hosting what seems to be mold, which should be confirmed by a certified hazmat consultant.
12. The exterior walls also have "arched" stains which may be caused by irrigation sprinklers spraying water on the walls.
13. Some of the exterior conduits have exposed cables and are loose or missing fasteners. There does not appear to be an electrical disconnect for the building.
14. No observed electrical panel could be found with the building. There is what appears to be a junction box at the exterior of the building.
15. The fire alarm system is a manually activated system. There were no observed visual notification devices.
16. The exterior landing area and the entry door threshold elevation do not meet ADA guidelines. The west facing exterior door at the removed deck presents a fall hazard. A landing and steps should be constructed for this west facing door.
17. Building is missing ADA signage.
18. The existing toilet room does not meet ADA guidelines (missing bars, accessories, etc.).
19. The existing toilet and adjacent storage room subfloor is failing and has a large depression which is hazardous.

LPA has performed an initial entitlements review of the building with records from the Department of State Architect (DSA). Based on the existing aerial photography, it is clear the building was placed in this location before 1993. The earliest reference to this building is an adjacent construction of the kindergarten relocatable from DSA Application #48765, which was dated 1986. While there are several DSA applications for the Sheridan Elementary School site, none of the projects appear to relate to this relocatable building. It should be assumed that this building is not DSA approved, nor certified for occupancy building for classroom use unless additional documentation can be obtained.

It is LPA's opinion, that the estimated costs for repair would be in excess of \$35,000, which would include repair and installation of a temporary foundation and bringing the building into compliance. However, the building could not be utilized for instruction.

It is LPA's opinion, given the current state of the building, the building's age, the estimated costs for repair and its unknown DSA status, the building should be demolished.

We have attached a campus aerial plan indicating the location of the reviewed relocatable building.

Sincerely,

LPA, Inc.



Steve Newsom, AIA, LEED AP BD+C
Associate

cc: John Gillmore



SHERIDAN ELEMENTARY SCHOOL
 4730 H street
 Sheridan, CA 95681

Western Placer Unified School District
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LPA 
 P: 916.722.4300 F: 916.722.4400
 M: 916.722.4300 E: info@lpa.com

1101 River Street, Suite 100
 Berkeley, CA 94704

Detail Description
Revision

Job No.	14009.10
Reference	NONE
Date	03-12-2014
Scale	N.T.S
Sketch	

ASK-01

8.4.4

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Guaranteed Maximum Price (GMP)
And Lease-Lease Back Contract with Johnson
Controls, Inc. for HVAC System Upgrade at
Carlin C. Coppin Elementary School

AGENDA ITEM AREA:

Action

REQUESTED BY:

Heather Steer, Facilities Coordinator

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Restricted Facilities Fund 35

MEETING DATE:

April 15, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

At the April 1, 2014 Board of Trustees meeting, the Board approved Staff to move forward with a pursuit of a Lease Lease-Back agreement to complete work at Carlin C. Coppin Elementary School with regards to upgrading the Heating, Ventilation, and Air Conditioning (HVAC) system as outlined in the report produced by SEED, Inc (in conjunction with Rainforth Grau Architects), and adopted by the Board.

Due to the compressed time frame for completion of the project, and the company's familiarity with the District and the school site, Staff requested a Guaranteed Maximum Price (GMP) from Johnson Controls, Inc. Staff finds the GMP of **\$798,278.00** to be acceptable, and inclusive of approximately \$350,000.00 of additional work related to a Districtwide Energy Management System (EMS) overlay with software at each school site and mainframe both at Carlin C Coppin and at District Maintenance Office.

This contract has been reviewed by the District's attorney, and if executed will also serve as fulfillment of the prior Project Development Agreement with Johnson Controls, Inc.

RECOMMENDATION:

Staff requests the Board approves the attached GMP/Lease-Lease Back Agreements with Johnson Controls, Inc. for HVAC upgrades at Carlin C. Coppin Elementary and authorize the Superintendent or his designee to sign said documents.

8.5

LEASE-LEASEBACK AGREEMENT

Dated as of April 15, 2014

Between

Western Placer Unified School District

and

Johnson Controls, Inc.

PROJECT ADDRESS

**Carlin C. Coppin Elementary School
150 East 12th Street, Lincoln, CA 95648**

8.5.1

**LEASE-LEASEBACK AGREEMENT
HVAC, CONTROLS AND ENERGY MANAGEMENT SYSTEM UPGRADE, CARLIN C
COPPIN ELEMENTARY SCHOOL, LINCOLN CA**

THIS LEASE-LEASEBACK AGREEMENT (this "Agreement") is entered into as of April 15, 2014, by and between the Western Placer Unified School District, a school district organized and existing under the laws of the State of California (hereinafter called the "Owner"), and Johnson Controls, Inc. a corporation and contractor licensed by the State of California, with its principal place of business at 103 Woodmere Road, Suite 110, Folsom, CA 95630 (hereinafter called "Contractor"). Owner and Contractor together are the "Parties" to this Agreement.

RECITALS:

WHEREAS, the Owner intends to selectively improve, repair or replace HVAC equipment and controls (the "School Facilities"), on the campus of Carlin C. Coppin Elementary School located at 150 East 12th Street in Lincoln, CA; and

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

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

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

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

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

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

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

the Sublease; and

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

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

TERMS AND CONDITIONS:

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

HVAC, Controls and Energy Management System upgrade, Carlin C Coppin Elementary School, Lincoln CA

all in strict compliance with the plans, drawings and specifications therefore prepared by:

**Rainforth Grau Architects, 2407 J Street, Suite 202, Sacramento CA 95816
Phone 916-368-7990, Fax 916-368-7996**

and other contract documents relating thereto. The Project shall be completed in two phases. Each phase is described in Exhibit A to this agreement.

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

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

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES. Time is of the essence in this contract, and the time of completion for Phase 1 of the Project shall be **121** days from the date established in the Owner's Notice to Proceed. The owner shall issue the Notice to Proceed for Phase 1 no later than April 21, 2014. The Owner shall issue a separate Notice to Proceed for Phase 2 of the Project and the time of completion for Phase 2 of the Project shall be **90** days from the date of the Owner's Notice to Proceed for Phase 2.

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

would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the loss suffered by the public.

Accordingly, the parties agree that the following dollar figure shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete Phase I or Phase II of the Project within the times specified: \$500, for each calendar day by which completion of each phase of the Project is delayed beyond the completion dates specified above.

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

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

ARTICLE IV. GUARANTEED MAXIMUM PRICE. Contractor's Guaranteed Maximum Price ("GMP") for performance of all work required by the Contract for both Phase 1 and Phase 2 of the Project shall be \$ 798,278 based upon the Scope of Work set forth in *Exhibit A* of this Agreement. Except as otherwise provided in the General Conditions, the Contractor shall assume the risk of all costs in excess of the GMP in the performance of such work and shall not be entitled to additional payments because of such excess costs. Should the Contractor believe that it is entitled to additional compensation, whether money or time, it must request it pursuant to the procedures in the General Conditions for change orders and claims. The GMP is also referred to in the Contract as the "Contract Sum." The Contractor's cost breakdown of the GMP is attached (see *Exhibit B*) as Contractor's schedule of values for the Project, as required by Section 9.2.1.A of the General Conditions.

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

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

ARTICLE VI. TERM AND TERMINATION. The term of the Contract begins on the date shown on page 1 above and automatically ends when the Contract is terminated, all in accordance with the General Conditions. All of the covenants, representations and warranties set forth in the Contract, including indemnification obligations, that are intended to bind the Parties after the completion of the Project or termination of the Contract will survive such completion or termination for the periods

provided for in the Contract or otherwise allowed by law. The Owner or Contractor may terminate the Contract as provided in the General Conditions. The Site Lease and the Sublease each shall automatically end upon such completion of the Project or termination of the Contract, with the parties' respective leasehold interests thereunder automatically ended and released, and title to the Site and Project automatically and fully vested in the Owner.

ARTICLE VII. PREVAILING WAGES. Pursuant to the provisions of Section 1770 *et seq.* of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

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

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

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

or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day, and 40 hours in any one calendar week, except as herein provided.

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

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

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

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

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

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

ARTICLE XII. EXECUTION OF OTHER DOCUMENTS. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional

actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

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

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

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

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

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

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

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

ARTICLE XX. DVBE.

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

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

such documentation is requested.

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

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

* * * * *

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

CONTRACTOR:

Johnson Controls, Inc.

BY: _____

TITLE: Francis Doyle, Area General Manager

22445 5/31/2014
CONTRACTOR'S LICENSE NO. LICENSE EXPIRATION DATE

OWNER:

Western Placer Unified School District

BY: _____

Scott Leaman, Superintendent

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

name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

***EXHIBIT A* - Lease-Leaseback Agreement**

SCOPE OF WORK

Western Placer Unified School District

HVAC, CONTROLS AND ENERGY MANAGEMENT SYSTEM UPGRADE, CARLIN C COPPIN ELEMENTARY SCHOOL, LINCOLN CA

The GMP for construction costs is based on the Scope of Work set forth here.

PHASE 1

Building A: Admin and Multi-purpose Building

Four (4) Air Handling Units serving open dining area (single zone):

- Provide and Install replacement outside air damper
- Provide and Install return air damper(s) Note: some return boxes have 2 inlets, one from each side.
- Provide and Install Field Equipment Controller (FEC) for zone control
- Provide and Install return air, supply air and CO2 sensors. (CO2 sensor Provide and Installed in return air duct)
- Provide and Install differential transmitter for filter status
- Provide and Install replacement motor bearings and belts
- Provide and Install replacement temperature control valve(s)
- Provide and Install supply and return water temperature sensors
- Provide and Install room thermostat with occupancy override button, and slide adjuster
- Unit to include sequence to increase outside air volume when kitchen hood is on.

One (1) Air Handling Unit serving Administration offices (single zone):

- Provide and Install replacement outside air damper
- Provide and Install two (2) return air dampers
- Provide and Install Variable Frequency Drive (VFD). For phase II control
- Provide and Install Field Equipment Controller (FEC) for zone control
- Provide and Install return air, supply air and CO2 sensors (CO2 sensor Provide and Installed in return air duct)
- Provide and Install differential transmitter for filter status
- Provide and Install replacement motor bearings and belts
- Provide and Install replacement valve(s)
- Provide and Install supply and return water temperature sensors
- Provide and Install temporary room thermostat with occupancy override button, and slide adjuster. (new equipment Provide and Installed in Phase 2 scope will make this T-stat extraneous)
- Connect conference room and nurses office supply and return to this unit.
- Cap conference room and nurse's office supply and return from dining unit.

Global

- Provide and Install communication trunk to five (5) Field Equipment Controllers

8,510

- Provide and Install Network Control Engines (NCE) in IT room
- Provide and Install six (6) barometric dampers at building relief locations above windows.
- Provide and Install Current Sensor (CS) to monitor status of kitchen hood

Building B: (Typical of buildings C and D)

One (1) Air Handling Units serving two (2) center classrooms:

- Provide and Install replacement outside air damper
- Provide and Install return air damper(s). Note: some return boxes have 2 inlets, one from each side.
- Provide and Install Variable Frequency Drive (VFD)
- Provide and Install Variable Air Volume (VAV) dampers on units that serve 2 rooms (per schematic A provided by Architect and Engineer)
- Provide and Install controller for Variable Air Volume (VAV) zone control with occupancy button override and slide adjustment
- Provide and Install FEC controller for supply air control and duct static control.
- Provide and Install return air, supply air and CO2 sensors (CO2 sensor Provide and Installed in return air duct)
- Provide and Install differential transmitter for filter status
- Provide and Install replacement motor bearings and belts
- Provide and Install replacement valve(s)
- Provide and Install supply and return water temperature sensors
- Cap supply registers at two (2) locations, one (1) in each classroom
- Connect Variable Air Volume (VAV) box to centermost supply register with controller and room thermostat at two (2) locations
- Provide and Install spiral duct (not to exceed 20' in length or 14" diameter) along wall from VAV box to two supply registers at two (2) locations
- Provide engineering for seismic requirements of VAV and duct support and necessary connections and support devices
- Relief as required for balancing to the hallway, i.e. door undercut or door louver, Provide and Install gravity relief damper(s) as needed

One (1) Air Handling Unit serving bonus room:

- Provide and Install replacement outside air damper
- Provide and Install return air damper(s)
- Provide and Install Variable Frequency Drive (VFD)
- Provide and Install controller for supply air control and fan speed switchover control.
- Provide and Install return air, supply air and CO2 sensors (CO2 sensor Provide and Installed in return air duct)
- Provide and Install differential transmitter for filter status
- Provide and Install replacement motor bearings and belts
- Provide and Install replacement valve(s)
- Provide and Install supply and return water temperature sensors

- Connect duct extension with damper to supply registers with proportional damper actuators at four (4) locations
- Provide and Install controller in two (2) rooms with thermostat, with occupancy sensor, each to control each two (2) dampers. (Note: Classroom will be lead, with control of unit, bonus room will be slave)
- Relief as required for balancing to the hallway, i.e. door undercut or door louver, Provide and Install gravity relief damper(s) as needed

Two (2) Air Handling Units, each serving a single zone:

- Provide and Install replacement outside air damper
- Provide and Install return air damper
- Provide and Install controller for zone control.
- Provide and Install return air, supply air and CO2 sensors (CO2 sensor Provide and Installed in return air duct)
- Provide and Install differential transmitter for filter status
- Provide and Install replacement motor bearings and belts
- Provide and Install replacement valves
- Provide and Install supply and return water temperature sensors
- Provide and Install room thermostat with occupancy override button, and slide adjuster

Global

- Provide and Install communication trunk to eight (8) Field Equipment Controllers
- Provide and Install six (6) barometric dampers at building relief locations above windows.

Kindergarten Building:

Package Air Conditioning Unit, single zone:

- Provide and Install Field Equipment Controller (FEC) for zone control.
- Provide and Install return air, supply air and CO2 sensors (CO2 sensor Provide and Installed in return air duct)
- Provide and Install differential transmitter for filter status
- Provide and Install room thermostat with occupancy override button, and slide adjuster
- Service unit

Global

- Provide and Install communication trunk to Field Equipment Controllers

Central Plant

- Provide and Install replacement pneumatic control valves with electronic actuated valves at four (4) locations
- Provide and Install replacement two (2) expansion tanks
- Provide and Install replacement four (4) pumps with new pumps matching existing performance specifications
- Provide and Install automatic chemical feeder
- Provide and Install make-up water system
- Provide and Install flow meter for monitoring make-up water
- Provide and Install Network Control Engines (NCE) controller for plant systems control.

- Demo existing control systems
- Service Boiler
 - Perform flue gas analysis
 - Perform preventative maintenance inspection
 - Brush burner tubes
- Service Chiller
 - Clean Condenser Coils
 - Perform preventative maintenance inspection
 - Change Oil Filters
 - Test pressure across internal filters

Campus Wide:

- Painting of newly installed duct work and VAV boxes to match ceiling and soffit and misc. touch-up painting and repair at work areas.
 - Drain water from in-ground vaults at six (6) locations
 - Clean in-ground vaults of debris and sediment at six (6) locations
- Note: Replacement or modification of in-ground vault structures, vault covers or the piping contained in the vaults is not included in the Guaranteed Maximum Price.*

Training:

- Training of district Facilities, Maintenance and Operations staff in operation and programming of new controls system.
- Training of district Maintenance and Operations staff in operation and maintenance of HVAC system and Central plant.

District-wide Energy Management System (EMS):

- Provide and install Head-end control system (ADX) including computing device and programming at district office, or location selected by district staff, that will interface with existing control systems via Bacnet open protocol communication language and provide graphical user interface for each district site.
- Provide Master control devices (NAE) at each school site and connect to district controller each school site (10 total in addition to CC Coppin). NAE will be able to accept wireless signals and wired communication in Bacnet language from new Control devices as they are introduced over time to replace older style control devices.

Design Development of Performance Contract:

- Contract value includes fee associated with Project Development Agreement dated August 1, 2012 and signed by Superintendent on August 7, 2012. The August 1, 2012 Project development Agreement will be considered satisfied in full at the completion of this contract.

8.5.13

Exclusions (All Buildings, all sites)

- Repair or correction of existing code violations
- Identification of code compliance issues or deficiencies
- Retro-Commissioning. (commissioning of new systems is included)
- Division of the State Architect (DSA) approval coordination
- Repair or replacement of non-functional Novar control devices at various sites

End of Phase 1 Scope

PHASE 2

Building A: Admin and Multi-purpose Building

- Provide and Install a six (6) zone Variable Refrigerant Flow (VRF) split system
- Provide and Install condensate drain system
- Provide and Install replacement electrical circuit panel to accommodate VRF system load
- Provide and Install communication trunk to VRF system
- Change sequence of operation of the single zone system to provide tempered supply air at a reduced volume as determined by the Test and Balance (TAB) contractor.
- Test and Balance (TAB) contractor to balance system per specifications provided by Architect.
- Remove Thermostat installed during Phase 1

Exclusions (Phase 2)

- Repair or correction of existing code violations
- Identification of code compliance issues or deficiencies
- Division of the State Architect (DSA) approval coordination
- Retro-Commissioning. (commissioning of new systems is included)
- After-hours or weekend work. (The administration staff will be re-located to other workspace for the time necessary to complete Phase 2 work.)

8.5.14

EXHIBIT B - Lease-Leaseback Agreement

Western Placer Unified School District

**HVAC, CONTROLS AND ENERGY MANAGEMENT SYSTEM UPGRADE, CARLIN C
COPPIN ELEMENTARY SCHOOL, LINCOLN CA**

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

[ATTACH EXHIBIT]

SUBLEASE AGREEMENT

Dated as of April 15, 2014

Between

Western Placer Unified School District

and

Johnson Controls, Inc.

PROJECT ADDRESS

**Carlin C. Coppin Elementary School
150 East 12th Street, Lincoln, CA 95648**

Sublease
8.5.16

SUBLEASE AGREEMENT
HVAC, CONTROLS AND ENERGY MANAGEMENT SYSTEM UPGRADE, CARLIN C
COPPIN ELEMENTARY SCHOOL, LINCOLN CA

This SUBLEASE AGREEMENT ("Sublease") is dated as of April 15, 2014, and is by and between Johnson Controls, Inc., ("Contractor"), a corporation organized and operating under the laws of the State of California (the "State"), as lessor, and the Western Placer Unified School District (the "Owner"), a public school district duly organized and existing under the Constitution and laws of the State as lessee.

RECITALS:

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

WHEREAS, the Owner deems it essential for its own governmental purpose to finance the construction and installation of certain improvements described in *Exhibit "A"* of the Lease-Leaseback Agreement entered into between the Owner and Contractor dated April 15, 2014, for the HVAC, Controls and Energy Management System upgrade, Carlin C Coppin Elementary School, Lincoln CA Project (the "Lease-Leaseback Agreement"; and the "Project") and situated on the Site described in *Exhibit A* of the Site Lease dated the same date between the Owner and Contractor related to the Project (the "Site Lease"). The land described in the Site Lease is herein referred to as the "Site"; and

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

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

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

WITNESSETH:

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

SECTION 1. Sublease. Contractor hereby leases and subleases to the Owner, and the Owner hereby leases and subleases from Contractor, the Site, including any real property improvements

now or hereafter affixed thereto in accordance with the provisions herein for the full term of this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. Construction/Acquisition.

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

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

SECTION 6. Sublease Payments.

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

(b) Contractor agrees that satisfactory progress pursuant to the time schedule required

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

(c) In accordance with the General Conditions, the Owner shall retain an amount equal to 5% of each Sublease Payment. Release of the retention and the final Sublease Payment shall be made in the manner described in the General Conditions.

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

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

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

the Project or the Site, this Sublease shall continue in full force and effect.

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

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

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

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

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

SECTION 14. Physical Damage; Public Liability Insurance. The Contractor and the Owner shall maintain such damage and public liability insurance policies with respect to the Project and the

Site as are required of them by the Lease-Leaseback Agreement.

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

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

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

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

immediately due and payable.

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

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

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

SECTION 22. Sublease Prepayments/Purchase Option.

(a) Sublease Prepayments. At any time during the term of this Sublease, the Owner may make Sublease Prepayments to the Contractor of the Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the Owner in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Sublease Payments previously made by the Owner to Contractor; (2) all Sublease Prepayments previously made by the Owner to the Contractor; (3) all amounts previously retained pursuant to Section 22(a)(3), below, from Sublease Prepayments previously made by the Owner to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to

Section 22(a)(3)); and (5) the retention for such Sublease Prepayment pursuant to Section 22(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 22(a)(1), below, have been met. In the event Owner elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 22(b), below, shall be adjusted accordingly.

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

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

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

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

(3) The Owner shall retain an amount equal to 5% of each Sublease Prepayment ("retention") made at Contractor's request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the Owner, pursuant to the provisions of Public Contract Code Section 22300. At any time after 50% of the work has been completed, if the Governing Board of the Owner finds that satisfactory progress is being made, then it may make any of the remaining Sublease Prepayments in full.

(b) If the Owner is not in default hereunder, the Owner shall be granted options to purchase not less than the entire Project in as-is condition. The Prepayment Price at any given time shall be an

amount equal to the final GPC, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the Owner prior to the date on which the Owner elects to exercise its option under this Section. The Owner may thereupon terminate this Sublease.

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

SECTION 23. Release of Liens.

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

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

SECTION 24. Severability. If a court of competent jurisdiction shall hold any provision of this Sublease invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

SECTION 25. Entire Agreement. This Sublease, the Site Lease, the Lease-Leaseback Agreement, and the Contract Documents that make up the "Contract" constitute the entire agreement between Contractor and the Owner, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 26. Notices. Any notices or filings required to be given or made under this Sublease shall be served, given, or made in writing upon the Owner or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below, or at such address as such party may provide in writing from time to time.

If to Contractor:

**Francis Doyle, Area General Manager
Johnson Controls, Inc.
103 Woodmere Road, Suite 110
Folsom CA 95630**

If to Owner:

**Scott Leaman, Superintendent
Western Placer Unified School District
600 Sixth Street, Suite 400**

Lincoln, CA 95648

SECTION 27. Headings. The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Sublease.

SECTION 28. Time. Time is of the essence in this Sublease and each and all of its provisions.

SECTION 29. Sublease Interpretation. This Sublease and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California.

SECTION 30. Execution in Counterparts. This Sublease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 31. Terms Not Defined. Capitalized terms used in this Sublease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement or General Conditions.

SECTION 32. Exhibits Incorporated. All Exhibits attached to this Sublease are hereby incorporated into the Sublease by this reference as if set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized officers as of the dates so indicated under their respective signatures.

CONTRACTOR:

OWNER:

Johnson Controls, Inc.

Western Placer Unified School District

BY: _____
Francis Doyle, Area General Manager

BY: _____
Scott Leaman, Superintendent

EXHIBIT A

SCHEDULE OF SUBLEASE PAYMENTS

The term of this sublease shall commence as of April 15, 2013. Sublease payments shall be paid monthly and the total Sublease Payments made shall not exceed the amount of the GMP as defined in Article IV of the Lease-Leaseback Agreement. Each month Contractor shall provide Owner with an itemized summary reflecting the percentage of work performed and signed off on by the Owner's DSA Inspector or other designated employee. The Sublease Payments shall be commensurate with the amount of work performed, invoiced, and signed off on by the DSA Inspector or other designated employee to date, all in accordance with the procedures set forth in the General Conditions.

Notwithstanding the foregoing, the term of this Sublease may be extended and payment options may be modified by written agreement of the parties hereto.

Sublease

8.5.27

Labor Code section 2810 Declaration

To Be Executed by Contractor and Submitted with GMP

Project: **HVAC, CONTROLS AND ENERGY MANAGEMENT SYSTEM
UPGRADE, CARLIN C COPPIN ELEMENTARY SCHOOL, LINCOLN CA**

I, Francis Doyle, declare that I am the Area General Manager of Johnson Controls, Inc., the entity making the foregoing GMP proposal for the above Project, and that the GMP proposal submitted by Johnson Controls, Inc includes sufficient funds to permit Johnson Controls, inc. to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Signature

Francis Doyle
Area General Manager

8.5.28

GENERAL CONDITIONS

for

CONSTRUCTION

Under

LEASE AND SUBLEASE AGREEMENT

for

**HVAC, CONTROLS AND ENERGY MANAGEMENT SYSTEM UPGRADE
CARLIN C COPPIN ELEMENTARY SCHOOL, LINCOLN CA**

WESTERN PLACER UNIFIED SCHOOL DISTRICT

April 15, 2014

8.5.29

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ARTICLE 1

GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 **THE CONTRACT DOCUMENTS** - The "Contract Documents" consist of the Lease and Sublease Agreement between Owner and Contractor (the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda thereto, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, list of accepted Subcontractors, Noncollusion Declaration, and the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and written modifications issued after execution of the Agreement.

1.1.2 **THE CONTRACT** - The Contract Documents form the "Contract." The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract Documents shall not be construed to create any kind of contractual relationship other than between the Owner and Contractor. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

1.1.3 **THE WORK** - The "Work" shall include all labor, materials, services, manuals, training, as-builts, and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents.

1.1.4 **THE PROJECT** - The "Project" is the total construction of the Work performed in accordance with the Contract Documents in whole or in part and which may include construction by the Owner or by separate contractors.

1.1.5 **THE DRAWINGS** - The "Drawings" are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

1.1.6 **THE SPECIFICATIONS** - The "Specifications" are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.7 **THE PROJECT MANUAL** - The "Project Manual" is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Contract, and Specifications.

1.1.8 **OR**

"Or" shall include "and/or."

1.1.9 COMPLETION

References to "complete" and "completion" of the Work or Project in the Construction Documents do not include the concept of substantial completion.

1.2 EXECUTION, CORRELATION AND INTENT - The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. Any item of work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both. In the event there is a discrepancy between the various Contract Documents, the Agreement shall control unless there is not an applicable provision in the Agreement, in which case the Conditions (General, Supplementary, or other Conditions) shall control. Without limiting Contractor's obligation to identify conflicts for resolution by the Architect, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS. - The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Architect and its consultants and are the property of the Owner. The Contractor may retain one contract record set.

ARTICLE 2

OWNER

2.1 DEFINITION - The term "Owner" means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

2.2 EXISTING UTILITY LINES; SITE SURVEY; CONTRACTOR RELIANCE - Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

When required by the scope of the Project, the Owner will furnish, at its expense, a legal description or a land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site. Surveys to determine locations of construction, grading, and site work shall be provided by the Contractor.

Any test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the site of the Project, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor of any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

The Contractor may rely upon the accuracy of any utility services or site survey information that the District may provide, except that the Contractor may not rely upon and must question in writing to the Owner and the Architect any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Project, and prior experience with similar projects, unless specifically stated in writing that the Contractor may rely upon the designated information.

2.3 OWNER'S RIGHT TO STOP THE WORK - If the Contractor fails to correct Work, which is not in accordance with the requirements of the Contract Documents as required by paragraph 12.2, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK - If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails (within a seven-day period after receipt of written notice or the time period expressly stated in the written notice from the Owner) to commence and continue correction of such default or neglect with diligence and promptness, the Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including but not limited to retaining another contractor to perform some or all of the Work without terminating the Contract and may withhold for the cost of such correction.

ARTICLE 3

THE CONTRACTOR

3.1 **DEFINITION** - The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representatives. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor. If any of the Work is performed by contractors retained directly by the Owner, Contractor shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Project Schedule.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 **CONTRACTOR** - The Contractor shall supervise and direct the Work using the Contractor's best skill and attention which shall meet or exceed the standard skill and attention within the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

3.2.2 **CONTRACTOR RESPONSIBILITY** - The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.2.3 **OBLIGATIONS NOT CHANGED BY ARCHITECT'S ACTIONS** - The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by activities or duties of the Inspector of Record, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.2.4 **CONTRACTOR RESPONSIBILITY FOR READINESS FOR WORK** - The Contractor shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

3.3 **SUPERINTENDENT** - The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work;

organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to complete the Work in accordance with all requirements of the Contract Documents. Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

3.4 LABOR AND MATERIALS - Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

3.5 WARRANTY - The Contractor warrants to the Owner and Architect that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents, per Section 12.2.

3.6 TAXES - Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.7 PERMITS, FEES AND NOTICES - The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA).

3.8 ALLOWANCES - The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable and timely objection.

3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES - The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and the Architect's information the construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents and shall comply with all of the scheduling as required by the Contract Documents (including these General Conditions and Division 1 of the Specifications) and the standards of the industry. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and

completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Failure of the Contractor to provide proper schedules as required by this paragraph may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, sublease payments to the Contractor, or a breach of contract allowing Owner to terminate the Agreement between Owner and Contractor.

3.10 DOCUMENTS AND SAMPLES AT THE SITE - The Contractor shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals.

3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.11.1 Shop Drawings. The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work. The Contractor shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.11.2 Samples. The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality. All Work shall be in accordance with the approved samples.

3.11.3 Contractor's Responsibility. Contractor shall obtain and shall submit to Architect all required shop drawings and samples in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in Division 1 of the Specifications with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than ninety (90) days after the execution of the Agreement. Review by Owner and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings, product data, and samples in accordance with the Contract Documents. Any submission, which in Architect's opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor, will be returned unreviewed by the Architect for resubmission by the Contractor. Contractor shall not commence any portion of the Work requiring a shop drawing or sample submission until the Architect has approved the submission.

3.11.4 Extent of Review. In reviewing shop drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, and samples for aesthetics and for conformance with the design concept of the Work and

the information given in the Contract Documents. The Architect's review shall not relieve the Contractor from responsibility for any deviations from the requirements of the Contract Documents unless the Architect has given specific written approval. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

13.11.5 **Substitution.** Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific brand or trade name is specified such specification shall be deemed to be followed by the words "or equal." The Owner may consider an untimely substitution request if the product specified is no longer commercially available.

3.12 **CLEANING UP** - The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a safe, neat, and orderly condition. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from sublease payments and/or retention. When directed by the Owner or the Architect, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor.

3.13 **ACCESS TO WORK** - The Contractor shall provide the Owner, the Architect, and the Inspector, access to the Work in preparation and progress wherever located.

3.14 **ROYALTIES AND PATENTS** - The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner and the Architect harmless and indemnify them from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents, unless Contractor has reason to believe it is an infringement of a patent and does not inform Architect.

3.15 **INDEMNIFICATION** - To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, the construction manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors, from and against claims, actions, liability, damages, losses, and expenses (including, but not limited to, attorneys' fees and costs including fees of consultants) alleged by third parties arising out of or resulting from performance of the Work by Contractor; or any act, omission, negligence, or willful misconduct of the Contractor or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Contractor, its Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a

party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any actions by third parties under Labor Code section 2810.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 **ARCHITECT** - The term "Architect" means the Architect or the Architect's authorized representative, shall also refer to all consultants under the Architect's direction and control, and is referred to as if singular in number. The Architect is one of potentially several agents and representatives on the Project.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 **STATUS** - The Architect may provide administration of the Contract as described in the Contract Documents and may be one of several Owner's representatives during construction.

4.2.2 **LIMITATIONS OF CONSTRUCTION RESPONSIBILITY** - The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.3 **COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION** - Except as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the Owner and the Contractor shall communicate through the Architect, unless there is a construction manager for the Project or the Owner directs otherwise.

4.2.4 **REJECTION OF WORK** - In addition to the rights, duties, and obligations of the Inspector under this Article, the Architect may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents.

4.3 **INSPECTOR OF RECORD** - One or more project inspectors employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties will be as specifically defined in Title 24. All Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications. The Inspector shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES - If at any time prior to the completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Contractor, the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the sublease payments and/or retention.

4.5 CLAIMS

4.5.1 GENERAL - A "Claim" is a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency. However, "Claim" does not include a written notice of potential change or a Change Order Request submitted pursuant to Article 7, below; the notice of potential change and Change Order Request precede a Claim. In addition, a "Claim" for purposes of this Article 4.5 does not include vouchers, invoices, sublease payment applications, or other routine or authorized forms of requests for sublease payments on the Contract; however, such routine or authorized forms of requests for sublease payments are still "claims" for purposes of the California False Claims Act. The responsibility to substantiate Claims shall rest with the Contractor.

Claims, including those alleging an error or omission by the Architect, shall be submitted to the Architect and Owner. A timely decision by the Owner shall be provided. Claims must be made by written notice prior to the final sublease payment. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered. The failure of the Contractor to make a Claim within the specified time shall constitute an express waiver of any right to assert such Claim, whether affirmatively or defensively. Despite submission or rejection of a Claim, the Contractor shall proceed diligently with performance of the Contract, and the Owner shall continue to make any undisputed payments in accordance with the Contract. When any excavation or trenching extends greater than four feet below the surface, Public Contract Code section 7104 shall control.

The Contractor shall certify, at the time of submission of a Claim, as follows:

I, _____, being the _____ (Must be an officer) of _____ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached Claim for additional cost and/or extension of time, and know its contents, and said Claim is made in good faith; the supporting data is truthful, accurate and complete; that the amount requested accurately reflects the adjustment for which the Contractor believes the Owner is liable; and further, that I am familiar with California Penal Code section 72 pertaining to false claims, and further know and understand that submission

or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences.

By: _____

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents, that Owner, or Owner's representatives, may reject the Claim on that basis and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum. A condition precedent will not have been satisfied.

4.5.2 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

4.5.2.1 Trenches or Excavations Less Than Four Feet Below the Surface. If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the Contractor shall be given to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect will promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the Contractor's cost of, time required for, or performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum, Contract Time, or both. If the Architect determines that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and the Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within ten (10) days after the Architect has given notice of the decision. If the Owner and the Contractor cannot agree on an adjustment in the Contract Sum or the Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to other proceedings pursuant to paragraph 4.6.

4.5.2.2 Trenches or Excavations Greater Than Four Feet Below the Surface. Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

4.5.2.2.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

4.5.2.2.2 The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract.

4.5.2.2.3 In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.6 CLAIMS OF \$375,000 OR LESS - Notwithstanding any other provision herein, claims of \$375,000 or less shall be handled pursuant to the procedures set forth in Public Contract Code sections 20104.2, including claim, response, informal meet and confer conference, and Government Code claim. As a precedent to initiation of any litigation against the Owner, Contractor must observe and comply with the Government Code claim procedures in Government Code sections 901 et seq. after completion of the contractual claim procedures above, including but not limited to timely presentation of a Government Code claim. The claim procedures described herein do not supersede or replace the requirement of a Government Code claim, and the two claim procedures shall be sequential.

4.7 CLAIMS IN EXCESS OF \$375,000 - Claims over \$375,000 shall be handled by Contractor and Owner pursuant to Section 4.6, above, except as follows: (a) Procedures in Public Contract Code section 20104.2(b) shall not be applicable; (b) Owner shall respond in writing to all written Claims within 90 days of receipt of the Claim, or may request, in writing, within 45 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor; (c) Owner shall respond within 45 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or documentation, whichever is greater; and (d) following any meet and confer conference pursuant to Public Contract Code section 20104.2(d), if the Claim or any portion of it remains in dispute and Contractor wishes to pursue it, Contractor must demand in writing within fifteen (15) days that the parties mediate, and such requirement for mediation shall not toll or supersede the requirement for submission of a Government Code claim, as specifically required in Section 4.6 above. If Contractor fails to timely notify the Owner in writing that it wishes to mediate

pursuant to this paragraph, then Contractor will have waived all rights to further pursue the Claim. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 SUBCONTRACTOR - A Subcontractor is a person or entity, that has a contract with the Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Contractor is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor."

5.1.2 SUB-SUBCONTRACTOR - A Sub-subcontractor is a person or entity that has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK - Subcontractors shall be selected by Contractor and Owner pursuant to the Agreement. Subcontractor substitution shall be handled in accordance with the Agreement. Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or the granting of any extension of time for the completion of the Project.

5.3 SUBCONTRACTUAL RELATIONS - By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner and the Architect.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- A. Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

- B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

ARTICLE 6

[reserved]

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGES

7.1.1 **NO CHANGES WITHOUT AUTHORIZATION** - The Owner reserves the right to make such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper completion or construction of the Work contemplated, and the right to require Contractor to perform such work. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Construction Change Directive, or order by the Architect for a minor change in the Work as herein provided. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been authorized by and the cost thereof approved in writing by Change Order or executed Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order.

7.1.2 **ARCHITECT AUTHORITY** - The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Change Order and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

7.2 **CHANGE ORDERS ("CO")** - A CO is a written instrument prepared by the Architect and signed by the Owner, the Contractor, the Architect, and the DSA, stating their agreement upon all of the following: (A) A change in the Work; (B) the amount of the adjustment in the Contract Sum, if any; and (C) the extent of the adjustment in the Contract Time, if any.

7.3 **CONSTRUCTION CHANGE DIRECTIVES ("CCD")** - A CCD is a written unilateral order prepared by the Architect and signed by the Owner, and if necessary by the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, it shall nevertheless perform the work directed by

the CCD, but it may pursue the notice, COR and claim procedures of Section 4.5 if Contractor believes it is entitled to changes in the Contract Sum or Contract Time.

7.4 REQUEST FOR INFORMATION ("RFI") - An RFI is a written request prepared by the Contractor asking the Architect to provide additional information necessary to clarify an item which the Contractor feels is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions. The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents. The Owner and Contractor agree that an adequate time period for the Architect to respond to an RFI is generally fourteen (14) calendar days after the Architect's receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect's professional judgment to permit adequate review and evaluation of the RFI. The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from sublease payments and/or retention, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

7.5 REQUEST FOR PROPOSAL ("RFP") - An RFP is a written request prepared by the Architect asking the Contractor to submit to the Owner and the Architect an estimate of the effect of a proposed change on the Contract Sum and the Contract Time. An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by paragraph 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.6 CHANGE ORDER REQUEST ("COR") - A COR is a written request prepared by the Contractor asking the Owner and the Architect to incorporate a proposed change called for in an RFP or a notice of claim into a CO. A COR shall include breakdowns to validate any change in Contract Sum due to proposed change or claim. (See attached COR form for breakdowns.) A COR shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in paragraph 3.9 and Division 1 of the Specifications.

7.7 COST OF CHANGE ORDERS

7.7.1 SCOPE - Within ten (10) days or such lesser period of time as may be required by Owner after a request is made for a change that impacts the Contract Sum or the Contract Time, the Contractor shall provide to the Owner and the Architect in writing an estimate of the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO. Changes may be made by Owner by an appropriate written CO, or, at the Owner's option, such

changes shall be implemented immediately upon the Contractor's receipt of an appropriate written CCD.

7.7.2 DETERMINATION OF COST - The amount of the increase or decrease in the Contract Sum resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation: (A) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; (B) unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor; (C) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or (D) by cost of material and labor and percentage of overhead and profit. Contractor and Subcontractors may mark up their own work by 15% for overhead, bond and insurance premiums, and profit. Contractor may mark up a Subcontractor's total costs by 5%.

7.7.3 ACCOUNTING RECORDS - With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

7.7.4 NOTICE REQUIRED - If the Contractor desires an increase in the Contract Sum, or any extension in the Contract Time for completion, it shall give the Owner and the Architect written notice thereof within ten (10) days after the occurrence of the event giving rise to the claim, together with detailed estimates of the impact on the Contract Sum and/or the Contract Time. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with paragraph 10.4 hereof. No notice shall be considered unless made in accordance with this Subparagraph; however, the mere presentation of such claim shall not establish the validity of the cause giving rise to such claim, or of the extension of the Contract Time, and/or the increase in the Contract Sum. Contractor shall proceed to execute the Work even though the adjustment has not been agreed upon. Any change in the Contract Sum or extension of the Contract Time resulting from such claim shall be authorized by a CO.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 CONTRACT TIME - Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

8.1.2 NOTICE TO PROCEED - The date of commencement of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

8.1.3 **DAYS** - The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 **HOURS OF WORK**

8.2.1 **SUFFICIENT FORCES** - Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 **PERFORMANCE DURING WORKING HOURS** - Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, work may be performed outside of regular working hours with the advance written consent of the Owner.

8.2.3 **LABOR CODE APPLICATION** - As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8.3 **PROGRESS AND COMPLETION** - Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. The Contractor shall proceed expeditiously with adequate forces, labor, materials, equipment and management, and shall achieve Completion within the Contract Time.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 **EXCUSABLE DELAY** - The Contractor shall not be charged for liquidated damages, as set forth in the Agreement, because of any delays in completion of the Work due to acts of God, acts of public enemy, acts of Government, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, or delays of subcontractors due to such causes.

8.4.2 **NOTICE BY CONTRACTOR REQUIRED** - The Contractor shall within ten (10) calendar days of beginning of any such delay (unless Owner grants in writing a further period of time to file such notice prior to the date of final payment under the Contract) notify the Owner in writing of causes of delay. Owner will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. The Owner's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected. The sole remedy of Contractor for extensions of time under paragraph 8.4.1 shall be an extension of the Contract Time at no cost to the Owner.

8.4.3 **CONDITIONS FOR EXTENSION OF TIME** - If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner, the Architect, an employee of either, or of a separate contractor employed by the Owner, by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, or unavoidable casualties, by delay authorized by the Owner pending arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Claims relating to time extensions shall be made in accordance with applicable provisions of Article 7.

8.4.4 **EARLY COMPLETION** - Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to complete its work on the Project in a shorter period than established in the Contract Documents.

8.4.5 **LIQUIDATED DAMAGES** - Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages, as described in the Agreement.

8.5 **GOVERNMENT APPROVALS** - Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 **CONTRACT SUM** - The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 **COST BREAKDOWN** - On forms approved by the Owner within ten (10) days of the mailing, faxing or delivery of the Notice of Award of the Contract, the Contractor shall furnish a schedule of values and a list of all subcontractors and suppliers. The Owner shall review all submissions received in a timely manner. All submissions must be approved by the Owner before becoming the basis of any payment.

9.3 **APPLICATIONS FOR PAYMENT** - On or before the fifth (5th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the Contractor shall submit to the Owner an itemized Application for Payment for operations completed in accordance with the Schedule of Values through the end of the previous calendar month. As the Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner, to assure that there will be no delays, payment by the Owner for stored material shall be made only in unusual circumstances where the Owner specifically approves the payment in writing. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment.

9.4 **REVIEW OF SUBLEASE PAYMENT** - The Owner will, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Owner's reasons for withholding approval in whole or in part. The review of the Contractor's Application for Payment by the Owner is based on the Owner's observations at the Site and the data comprising the Application for Payment whether the Work has progressed to the point indicated and whether, to the best of the Owner's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents.

9.5 **DECISIONS TO WITHHOLD PAYMENT** - The Owner may decide to withhold a progress or retention payment in whole, or in part, to the extent reasonably necessary to protect the Owner. In addition, the Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of any acts or omissions by Contractor, including any rights to withhold mentioned in the Contract Documents.

9.6 **SUBLEASE PAYMENTS** - Sublease payments shall be made in accordance with Public Contract Code section 20104.50.

9.7 **COMPLETION OF THE WORK** - Upon receipt of the Contractor's request for final inspection, the Owner will make an inspection to determine whether the Work, or designated portion thereof, is complete. If the Owner's inspection discloses any item which is not completed in accordance with the requirements of the Contract Documents, the Contractor shall, before Owner's issuance of the Notice of Completion, diligently complete or correct such item.

9.8 **PARTIAL OCCUPANCY OR USE** - Owner may occupy or use any completed or partially completed portion of the Work at any stage without accepting that work and without waiving rights to claim damages as to that work. The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

9.9 **ACCEPTANCE, NOTICE OF COMPLETION, AND FINAL PAYMENT** - If the Owner's representatives find the Work fully performed under the Contract Documents, they shall so notify Contractor, who shall then submit to the Owner its final application for sublease payment. After the Owner's representatives find the Work fully performed, the Owner's governing body should accept the Work as fully complete. After completion, the Owner may record a Notice of Completion with the County Recorder in accordance with Civil Code section 3093. Contractor shall, upon receipt of final sublease payment from Owner, pay the amounts due Subcontractors. Owner shall pay the retainage pursuant to Public Contract Code section 7107. Any application for final sublease payment shall be accompanied by the same details required for monthly sublease payments. Acceptance of final sublease payment shall constitute a waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of final payment.

9.10 **SUBSTITUTION OF SECURITIES** - In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon completion of the Contract, the securities shall be returned to the Contractor. Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Any escrow agreement used shall be substantially similar to the form set forth in Public Contract Code section 22300.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 **SAFETY PRECAUTIONS AND PROGRAMS** - The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Subcontractors shall promptly report in writing and by phone to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work,

whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

10.2 SAFETY OF PERSONS AND PROPERTY - The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (A) Employees on the Work and other persons who may be affected thereby; (B) the Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (C) other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent Sites and utilities.

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

At its own expense, Contractor shall comply with all fingerprinting requirements under law and contract, including but not limited to the requirements of Education Code section 45125.2 and the Fingerprinting Notice and Acknowledgement which is part of the Contract. Contractor shall reimburse the Owner, and defend and indemnify the Owner under Section 3.16 of these General Conditions, for any costs, including attorneys' fees, incurred by Owner related to Contractor's failures to comply

10.3 PROTECTION OF WORK AND PROPERTY - The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

10.4 **EMERGENCIES** - In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details, and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

10.5 **HAZARDOUS MATERIALS** - In the event the Contractor encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) the handling or removal of which is not within the scope of the Work, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether or not such material was generated by the Contractor or the Owner. Testing or abatement of hazardous materials is explicitly excluded from Contractor's work on the Project.

ARTICLE 11

INSURANCE AND BONDS

11.1. CONTRACTOR'S LIABILITY INSURANCE

11.1.1 **LIABILITY INSURANCE REQUIREMENTS** - Before the commencement of the Work and within limits acceptable to the Owner, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports commercial general liability insurance per occurrence for bodily injury, personal injury and property damage in the amount of \$1,000,000, and automobile liability insurance per accident for bodily injury and property damage combined single limit in the amount of \$1,000,000, as will protect the Contractor, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance in like amounts.

Owner may partially or fully occupy and/or use the Project before acceptance of the entire Project by the Owner. All of contractor's required insurance must allow such occupancy and/or use without prior consent from insurer.

11.1.2 **ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS** - The Contractor shall name, on any policy of insurance, the Owner and the Architect as additional insureds.

11.1.3 **WORKERS' COMPENSATION INSURANCE** - During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the site of the Project and, in case any of the Contractor's work is sublet, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract.

11.1.4 **BUILDER'S RISK/'ALL RISK' INSURANCE** - Unless otherwise supplied by the Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace, or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

11.1.5 **FIRE INSURANCE** - Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. The amount of fire insurance shall be \$1,000,000.

11.1.6 **OTHER INSURANCE** - The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations. Such insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld.

11.1.7 **PROOF OF CARRIAGE OF INSURANCE** - The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval, and such approval shall not be unreasonably withheld.

11.1.8 **COMPLIANCE** - In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract.

11.2 PERFORMANCE AND PAYMENT BONDS - Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish Owner separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK - If a portion of the Work is covered contrary to the Inspector's request, the Architect's request, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Inspector or the Architect, be uncovered for the Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Contract Sum or Time.

12.2 CORRECTION OF WORK; WARRANTY - The Contractor shall promptly correct the Work rejected by the Inspector or the Owner upon recommendation of the Architect for failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

If, within one (1) year after the date of acceptance by the Owner's governing body of the Work (see Section 9.9) or a designated portion thereof, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written specific acceptance of such non-conforming condition. If the Owner's governing body does not accept the Work as complete within ninety (90) days of full performance of the Work by Contractor, then the time periods for the above warranties shall be deemed to have started to run from the date of Contractor's full performance of the Work.

The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with paragraph 2.4. The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether

completed or partially completed, caused by the Contractor's correction or removal of the nonconforming Work. Nothing in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 **GOVERNING LAW** - The Contract shall be governed by the law of the place where the Project is located.

13.2 **SUCCESSORS AND ASSIGNS** - Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract.

13.3 **RIGHTS AND REMEDIES; NO WAIVER** - Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the Inspector, the Owner, or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.4 **TESTS AND INSPECTIONS** - Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5 **TRENCH EXCAVATION** - Pursuant to Labor Code section 6705, if the Contract Sum exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the Owner or a registered civil or structural engineer employed by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

13.6 **DEBARMENT** - Pursuant to Public Contract Code section 6109, no contractor or subcontractor may perform work on a public works project if ineligible to perform work on the project pursuant to sections 1777.1 or 1777.7 of the Labor Code.

13.7 **ASSIGNMENT OF ANTITRUST CLAIMS** - Pursuant to Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have

under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

13.8 **AUDIT** - Contractor's Contract books, records, and files shall be subject to audit and examination under Government Code section 8546.7 and any amendments thereto.

13.9 **STORM WATER DISCHARGE PERMIT** - If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ) prior to the start of any construction activity.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 **TERMINATION BY THE OWNER FOR CAUSE** - The Owner may terminate the Contract if the Contractor: (A) refuses or fails to supply enough properly skilled workers or proper materials; (B) fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable; (C) disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or (D) otherwise is in substantial breach of a provision of the Contract Documents.

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the surety, (A) take possession of the site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor, (B) accept assignment of subcontracts, and (C) complete the Work by whatever reasonable method the Owner may deem expedient.

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive completion of the Contract.

Any purported termination by Owner for cause under this Section 14.1 which is revoked or determined to not have been for cause shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

14.2 **SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE** - The Owner may, with cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the

increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent (A) that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or (B) that an equitable adjustment is made or denied under another provision of this Contract. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

The Owner may, at any time, terminate the Contract for the Owner's convenience and with cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall (1) cease operations as directed by the Owner in the notice; (2) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and (3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

14.3 TERMINATION BY CONTRACTOR – Contractor may not terminate for convenience. Contractor may only terminate for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, and the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Contractor may serve written notice of such belief on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of receipt of such notice. If such conference does not lead to resolution and Contractor believes the grounds for termination still exist, Contractor may terminate the contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

14.4 NOT A WAIVER

Any suspension or termination by Owner for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

14.5 EARLY TERMINATION

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the

work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

SUPPLEMENTAL CONDITIONS

for

CONSTRUCTION

Under

LEASE AND SUBLEASE AGREEMENT

for

**HVAC, CONTROLS AND ENERGY MANAGEMENT SYSTEM UPGRADE
CARLIN C COPPIN ELEMENTARY SCHOOL, LINCOLN CA**

WESTERN PLACER UNIFIED SCHOOL DISTRICT

April 15, 2014

1. The Project is based upon recommendations and written instructions in the report provided by Rainforth Grau Architects and prepared by Seed Inc, dated February 18, 2014, including specifically the conclusions and recommendations presented on page 10 of that report, which are incorporated herein by reference.
2. The Contractor shall prepare shop drawings and layout plans in consultation with the Architect to further describe the work and act as record drawings of the work.
3. Project documents will be prepared by the Architect to further describe the work identified as Phase 2 and included by allowance in the GMP.
4. Coordination of review and approval of plans by the Division of the State Architect for Phase 2 work will be the responsibility of the Architect and the Owner.
5. The Owner and/or Architect shall respond to any change order request (COR) or request for Information (RFI) within 5 business days.
6. The Owner and/or Architect shall respond to any request for information (RFI) within 2 business days.
7. The Owner agrees to provide free access to the Administration offices during regular business hours for installation of Phase 2 work and to relocate staff from the administration offices during construction of Phase 2.

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Adoption of Revised/New
Policies/Regulations/Exhibits

AGENDA ITEM AREA:

Action

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

April 15, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- BP/AR 3260 Fees and Charges
- BP/AR 3460 Financial Reports and Accountability
- BP/AR 3514.1 Hazardous substances
- AR 5143 Insurance
- BP 5030 Student Wellness

RECOMMENDATION:

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

POLICY GUIDESHEET

April 15, 2014

Page 1 of 1

Note: Descriptions below identify major revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts should review the sample materials and modify their own policies accordingly.

BP/AR 3260 - Fees and Charges

(BP/AR revised)

MANDATED policy updated to reflect **NEW LAW (AB 1575)** which clarifies the prohibition against charging of student fees, prescribes the use of uniform complaint procedures for filing a complaint when the charging of an impermissible fee is alleged, and requires information about student fees to be included in the annual notification regarding uniform complaint procedures. Regulation updated to reflect **NEW LAW (SB 1016)** which requires the district to charge a fee to families enrolled in part-day preschool programs and/or wraparound child care services in accordance with the fee schedule established by the Superintendent of Public Instruction.

BP/AR 3460 - Financial Reports and Accountability

(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 2662, 2012)** which gives the County Superintendent of Schools the authority, upon receipt of a district's interim fiscal report, to change the district's qualified certification to a negative certification. Policy also contains material formerly in AR which refers to Board actions regarding the statement of unaudited actual receipts and expenditures, Gann appropriations limit resolution, interim reports, and audit report. Regulation updated to reflect current law regarding restoration of the reserve threshold and to add material regarding submission of audit report pertaining to federal funds to the federal Office of Management and Budget.

BP/AR 3514.1 - Hazardous Substances

(BP/AR revised)

Policy and regulation updated to reflect requirements for a chemical hygiene plan, as required by state regulations for any employer that maintains a workplace where there is laboratory use of hazardous chemicals, such as a district that offers science laboratory classes. Policy also adds Board philosophy statement and reflects the California Department of Education (CDE) *Science Safety Handbook for California Public Schools*. Regulation also adds definition of "hazardous substance," adds material related to the storage and disposal of chemicals, updates material related to the hazard communications program to more directly reflect law and new terminology, and adds information about CSBA's HazMat Communications service.

AR 5143 – Insurance

(AR revised)

Regulation updated on medical coverage and costs by the district.

BP 5030 - Student Wellness

(BP revised)

MANDATED policy updated for consistency with CSBA's publications *Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies* and *Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide* (both updated in fall 2012). Policy revises section on "Goals for Nutrition, Physical Activity, and Other Wellness Activities" to add language related to school gardens, summer programs as opportunities for nutrition education and physical activity, professional development, school health services, and bullying prevention. Section on "Nutritional Guidelines for Foods Available at School" adds notes on new nutrition standards for the National School Lunch and Breakfast Programs and the proposed federal rule regarding outside food sales, and includes new language on access to drinking water during mealtimes. Policy also revises suggested indicators for program evaluation and adds optional language establishing the frequency of program evaluation.

FEES AND CHARGES

The Governing Board of Trustees desires to furnish recognizes its responsibility to ensure that books, materials, equipment, supplies, and other resources necessary for students' participation in the instructional equipment as needed for the educational program are made available to them. No student shall be required to pay any fees, depositions, or other charges for his/her participation in an education activity which constitutes an integral fundamental part of the district's education program, including curricular and extracurricular activities. Because the needs of the district must be met with limited available funds, the Board may charge fees when specifically authorized by law.

~~The district shall consider the student and parent/guardian's ability to pay when establishing fee schedules and granting exceptions.~~

(cf. 1321 - Solicitation of Funds from and by Students)
(cf. 3100 - Budget)
~~*(cf. 3250 - Transportation Fees)*~~
(cf. 3290 - Gifts, Grants and Bequests)
~~*(cf. 3515.4 - Recovery for Property Loss or Damage)*~~
~~*(cf. 3553 - Free and Reduced Price Meals)*~~
~~*(cf. 5143 - Insurance)*~~
(cf. 6145 - Extracurricular and Cocurricular Activities)
~~*(cf. 9323.2 - Actions by the Board)*~~

As necessary, the Board may approve fees, deposits, and other charges which are specifically authorized by law. For such authorized fees, deposits, and charges, the district shall consider students' and parents/guardians' ability to pay when establishing fee schedules and granting waivers or exceptions.

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

Whenever a student or parent/guardian believes that an impermissible fee, deposit, or other charge is being required of the student for his/her participation in an educational activity, the student or his/her parent/guardian may file a complaint with the principal or designee using the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 49013)

(cf. 1312.3 - Uniform Complaint Procedures)

The Superintendent or designee shall include information in the annual notification required by 5 CCR 4622 to be provided to all district students, parents/guardians, employees, and other interested parties about the requirements relating to the prohibition against districts requiring students to pay fees, deposits or other charges in order to participate in an educational activity, unless authorized by law, and the filing

8.6.2

FEES AND CHARGES (continued)

**of complaints for alleged violations using the uniform complaint procedures.
(Education Code 49013)**

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)*

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

*(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)*

Legal Reference:

EDUCATION CODE

8239 Preschool and wraparound child care services
8263 Child care eligibility
8760-8773 Outdoor science and conservation programs
17551 Property fabricated by students
19910-19911 Offenses against libraries
32033 Eye protective devices
32221 Insurance for athletic team member
32390 Fingerprinting program
35330-35332 Excursions and field trips
35335 School camp programs
38080-38085 Cafeteria establishment and use
~~38119 Lease of personal property; caps and gowns~~
38120 Use of school band equipment on excursions to foreign countries
39807.5 Payment of transportation costs
39837 Transportation of students to places of summer employment
48050 Residents of adjoining states
48052 Tuition for foreign residents
48904 Liability of parent or guardian
49010-49013 Student fees
49065 --Charge for copies
49066 Grades, effect of physical education class apparel
49091.14 Prospectus of school curriculum
51810-51815 Community service classes
52612 Tuition for adult classes
52613 Nonimmigrant aliens
60410 Students in classes for adults

Legal Reference Continued: (see next page)

FEES AND CHARGES (continued)

Legal Reference Continued:

GOVERNMENT CODE

6253 Request for copy; fee

VEHICLE CODE

~~21113 Public grounds (parking)~~

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system

CODE OF REGULATIONS, TITLE 5

350 Fees not permitted

UNITED STATES CODE, TITLE 8

1184 Foreign Students

COURT DECISIONS

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

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

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

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

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

Management Resources:

CDE MANAGEMENT ADVISORIES

1030.97 Fiscal Management Advisory 97-02: Fees Deposits and Other Charges

WEB SITES

~~CDE: <http://www.cde.ca.gov>~~

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

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

Policy
adopted: September 4, 2007
revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.6.4

FEES AND CHARGES

The district shall **not require any district student to pay any fees, deposits, or charges except as specifically authorized by law. (Education Code 49011; 5 CCR 350)** ~~charge only those fees specifically authorized by law. (5 CCR 350)~~

When approved by the Board of Trustees, the Superintendent or designee may impose a fee for the following: ~~fees and charges are permissible if approved by the Board of Trustees:~~

1. Insurance for athletic team members, with an exemption for financial hardship (Education Code 32221)

(cf. 5143 - Insurance)

2. Insurance for medical or hospital service for students participating in field trips and excursions (Education Code 35331)

3. Expenses of students' participation in a field trip or excursion to another state, the District of Columbia or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds (Education Code 35330)

(cf. 6153 - School-Sponsored Trips)

4. **Student fingerprinting program (Education Code 32390)**

54. School camp programs operated pursuant to Education Code 8760-8773 provided that the fee is not mandatory (Education Code 35335)

(cf. 6142.5 - Environmental Education)

65. Personal property of the district fabricated by students, as long as the cost of the property does not exceed the cost of the materials provided by the district (Education Code 17551)

76. Home-to-school transportation and transportation between school and regional occupational centers, programs or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student and so long as exemptions are made for indigent and disabled students (Education Code 39807.5)

(cf. 3250 - Transportation Fees)

87. Transportation to and from summer employment programs for youth (Education Code 39837)

9. **Deposit for band instruments, music, uniforms, and other regalia which school band members take on excursions to foreign countries (Education Code 38120)**

8.6-5

FEES AND CHARGES (continued)

- 10. Fees for community service classes (Education Code 51815)**

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

- 11. Eye safety devices, at a price not to exceed the district's actual costs (Education Code 32003)**

(cf. 5142 – Safety)

- 12. Actual cost of furnishing copies of any student's records except, if he/she is a former student, up to two transcripts or two verifications of his/her various records (Education Code 49065)**

(cf. 5125 - Student Records)

- 13.9- Actual costs of duplication for copies of public records (Government Code 6253)**

(cf. 1340 - Access to District Records)

- 14. Actual costs of duplication for reproduction of the prospectus of school curriculum (Education Code 49091.14)**

(cf. 5020 - Parent Rights and Responsibilities)

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

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

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3554 - Other Food Sales)

- 1416. Fines or reimbursements for lost or damaged district property or damage to library property (Education Code 19910-19911, 48904)**

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

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

(cf. 5111.2 - Nonresident Foreign Students)

- 18. Adult education books, materials, and classes as specified in law (Education Code 52612, 60410)**

(cf. 6200 - Adult Education)

FEES AND CHARGES (continued)

19. Preschool and child care and development services (Education Code 8239, 8263)

(cf. 5148 - Child Care and Development)

(cf. 5148.3 - Preschool/Early Childhood Education)

20. Physical education uniforms

(cf. 6142.7 - Physical Education and Activity)

Regulation
approved: September 4, 2007
revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.6.7

FINANCIAL REPORTS AND ACCOUNTABILITY

The Board of Trustees is committed to ensuring the fiscal health of the district and providing public accountability. The Board shall adopt sound fiscal policies, oversee the district's financial condition, and ensure that the financial systems support the district's goals for student achievement.

(cf. 3100 - Budget)

(cf. 3110 - Transfer of Funds)

(cf. 3300 - Expenditures/Expending Authority)

(cf. 3430 - Investing)

(cf. 9000 - Role of the Board)

~~The Superintendent or designee shall provide the Board with financial reports throughout the year in accordance with law and as otherwise requested by the Board.~~

The Superintendent or designee shall ensure that all financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education (CDE). **He/she shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.**

(cf. 3400 - Management of District Assets/Accounts)

When required by law or the Board, the Superintendent or designee shall submit to the Board reports of the district's financial status, including, but not limited to, any report specified in this Board policy or accompanying administrative regulation. When any such report must be approved by the Board prior to its submission to a local, state, and/or federal agency, the Superintendent or designee shall provide the report to the Board in sufficient time to enable the Board to carefully review the report and meet any applicable submission deadline.

The Board shall regularly communicate the district's financial position to the public and shall use financial reports to determine what actions and budget amendments, if any, are needed to ensure the district's financial stability.

(cf. 1340 - Access to District Records)

If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall act quickly to identify and resolve these conditions. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to advise the district on fiscal matters.

8,68

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)***Unaudited Actual Receipts and Expenditures***

On or before September 15, the Board shall approve and file with the County Superintendent a statement of the district's unaudited actual receipts and expenditures for the preceding fiscal year. The Superintendent or designee shall prepare this statement using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42100)

Gann Appropriations Limit Resolution

On or before September 15, the Board shall adopt a resolution identifying, pursuant to Government Code 7900-7914, the district's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education Code 42132; Government Code 7910)

(cf. 9322 - Agenda/Meeting Materials)

Interim Reports/Certification of Ability to Meet Fiscal Obligations

The Superintendent or designee shall submit two interim fiscal reports to the Board, the first report covering the district's financial and budgetary status for the period ending October 31 and the second report covering the period ending January 31. The reports and supporting data shall be made available by the district for public review. (Education Code 42130)

Within 45 days after the close of the period reported, the Board shall approve the interim report and certify, on the basis of the interim report and any additional financial information known by the Board, whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

The Superintendent or designee shall submit a copy of each interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

If the district's certification is subsequently changed by the County Superintendent from a positive to a qualified or negative certification, or from a qualified to a negative certification, the Board may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

At any time during the year when the County Superintendent conducts a comprehensive review of the district's financial and budgetary conditions after he/she has determined that the district's budget does not comply with state criteria and standards for fiscal stability, the Board shall review the County Superintendent's recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of its proposed actions on the recommendation. (Education Code 42637)

Audit Committee

By April 1 of each year, the Board shall provide for an annual audit of the district's books and accounts. (Education Code 41020)

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

The Board shall not select any public accounting firm to provide audit services if the lead or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for the district in each of the six previous fiscal years. (Education Code 41020)

No later than December 15, the report of the audit for the preceding fiscal year shall be filed with the County Superintendent, the CDE, and the State Controller. (Education Code 41020)

Prior to December 15 whenever possible, but in no case later than January 31, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

The Board shall have an opportunity at the meeting to ask questions of the auditor and request further information about the audit findings.

~~Based on financial reports provided by the Superintendent or designee and in accordance with law and administrative regulation, the Board shall:~~

- ~~1. — Make recommendations regarding the selection of the external independent auditor~~
- ~~2. — Review the plan for the audit process with the independent auditor to determine the adequacy of the nature, scope, and timetable of the audit~~
- ~~3. — Review the results of the audit and participate with the independent auditor and management in preparing final recommendations and responses~~
- ~~4. — Participate with the independent auditor in presenting the audit report to the Board~~

(cf. 1220 - Citizen Advisory Committees)

~~The independent auditor shall present the audit report to the Board at a public meeting and the Board shall have an opportunity to ask questions of the auditor and request further information about the audit findings.~~

~~The Board shall regularly communicate the district's financial position to the public and shall use financial reports to determine what actions and budget amendments, if any, are needed to ensure the district's financial stability.~~

~~If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall act quickly to identify and resolve these conditions. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to advise the district on fiscal matters.~~

Audit Committee

~~The Board may appoint an audit committee composed of staff knowledgeable in **about** fiscal matters, other staff, and representatives of the community. The committee shall serve in an advisory capacity to the Board and may:~~

(cf. 1220 - Citizen Advisory Committees)

(cf. 9130 - Board Committees)

(cf. 9140 - Board Representatives)

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

The committee shall serve in an advisory capacity to the Board and may:

1. Make recommendations regarding the selection of the external independent auditor in accordance with Education Code 41020 and 41020.5
2. Review the plan for the audit process with the independent auditor to determine the adequacy of the nature, scope, and timetable of the audit
3. Review the results of the audit and participate with the independent auditor and management in preparing final recommendations and responses
4. Participate with the independent auditor in presenting the audit report to the Board
5. Review Board policies and administrative regulations to recommend any revisions needed to ensure effective financial reporting
6. Provide input on the effectiveness of the independent auditor
7. Periodically report to the Board regarding the status of previous audit recommendations for improving the accounting and internal control systems

Legal Reference:

EDUCATION CODE

1240 -- DUTIES OF County superintendent of schools
14500-14508 Financial and compliance audits
17150 Public disclosure of non-voter-approved debt
17170-17199.5 California School Finance Authority
33127 Standards and criteria for local budgets and expenditures
33128 Standards and criteria; inclusions
33129 Standards and criteria; use by local agencies
35035 Powers and duties of superintendent
41010-41023 Accounting system
41326 Emergency apportionment
41344 Repayment of apportionment significant audit exceptions
41344.1 Appeals of audit findings
41455 Examination of financial problems of local districts
42100-42105 Requirement to prepare and file annual statement
42120-42129 Budget requirements
42130-42134 Financial reports and certifications
42140-42142 Public disclosure of fiscal obligations
48300-48316 Student attendance alternatives

GOVERNMENT CODE

3540.2 School district; qualified or negative certification; proposed agreement review and comment
16429.1 Local agency investment fund
53646 Reports of investment policy and compliance

Legal Reference Continued: (see next page)

8.6.12

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

Legal Reference Continued:

CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure

15070 Submission of reports using standardized account code structure

15440-15451 Criteria and standards for school district budgets

15453-15464 Criteria and standards for school district interim reports

19810-19816.1 Audits

UNITED STATES CODE, TITLE 31

7501-7507 Single audits of federal program funds

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Fiscal Accountability, 2006

CALIFORNIA DEPARTMENT OF EDUCATION COMMUNICATIONS

New Financial Reporting Requirements for Postemployment Benefits Other than Pensions,

February 26, 2007

~~1208-00~~ *Audit Resolution Process: Repayment Plans, December 8, 2000*

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004

Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999

STATE CONTROLLER PUBLICATIONS

Standards and Procedures for Audits of California K-12 Local Educational Agencies (annual publication)

U.S. GENERAL GOVERNMENT ACCOUNTABILITY ACCOUNTING OFFICE AND PRESIDENT'S COUNCIL ON INTEGRITY AND EFFICIENCY (PCIE) PUBLICATIONS

Government Auditing Standards, 2011

Financial Audit Manual, revised 2003/2008

A-133 Audits of States, Local Governments, and Non-Profit Organizations

STATE CONTROLLER PUBLICATIONS

~~*Standards and Procedures for Audits of California K-12 Local Educational Agencies (annual publication)*~~

WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

School Services of California: <http://www.sscal.com>

State Controller's Office: <http://www.sco.ca.gov>

U.S. Government Accounting Office: <http://www.gao.gov>

U.S. Office of Management and Budget: <http://www.whitehouse.gov/omb>

Policy

adopted: September 4, 2007

revised: November 16, 2010

revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

8.6.13

FINANCIAL REPORTS AND ACCOUNTABILITY

~~Unaudited Actual Receipts and Expenditures~~

~~The Superintendent or designee shall prepare a statement of all unaudited actual receipts and expenditures of the district for the preceding fiscal year, using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). On or before September 15, the Governing Board shall approve this statement and file it with the County Superintendent of Schools. (Education Code 42100)~~

~~Gann Appropriations Limit Resolution~~

~~The Board shall adopt a resolution by September 15 of each year to identify the estimated appropriations limit for the district for the current fiscal year and the actual appropriations limit of the district during the preceding year, as determined pursuant to Government Code 7900-7914. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education Code 42132; Government Code 7910)~~

Interim Reports

Each interim fiscal report developed pursuant to Education Code 42130 shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. The report shall be based on State Board of Education (SBE) criteria and standards which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected revenue limit, salaries and benefits, other revenues and expenditures, and facilities maintenance. (Education Code 33128.3, 42130; 5 CCR 15453-15464)

The report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions (i.e., projected contributions from unrestricted general fund resources to restricted general fund resources, projected transfers to or from the general fund to cover operating deficits in the general fund or any other fund, and capital project cost overruns that may impact the general fund budget), long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 42130; 5 CCR 15453, 15464)

(cf. 3100 - Budget)

(cf. 3111 - Deferred Maintenance Funds)

(cf. 3220.1 - Lottery Funds)

(cf. 3314 - Payment for Goods and Services)

~~The Superintendent or designee shall submit two interim fiscal reports to the Board of Trustees, the first report covering the district's financial and budgetary status for the period ending October 31 and the second report covering the period ending January 31. The reports~~

8.6.14

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

~~and supporting data shall also be made available by the district for public review. (Education Code 42130)~~

~~(cf. 1340—Access to District Records)~~

~~Each interim report shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding year. The review shall be based on criteria and standards adopted by the State Board of Education which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected revenue limit, salaries and benefits, other revenues and expenditures, and facilities maintenance. The review shall also consider supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 42130, 42131; 5 CCR 15453-15464)~~

~~Within 45 days after the close of the period reported, the Board shall assess the interim report on the basis of criteria adopted by the State Board of Education pursuant to Education Code 33127 and on current information regarding the adopted state budget, district property tax revenues if any, and ending balances for the preceding year. The Board shall approve the fiscal report and send it to the County Superintendent of Schools in a format or on forms prescribed by the Superintendent of Public Instruction. In addition, the Board shall submit its certification of the district's financial status based on current projections, in accordance with the following: (Education Code 42130, 42131; 5 CCR 15453-15463)~~

- ~~1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years~~
- ~~2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years~~
- ~~3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year~~

~~The Superintendent or designee shall submit a copy of the interim report and certification to the County Superintendent using the state's SACS, as prescribed by the SPI. (Education Code 42130, 42131)~~

~~If the district submits a positive certification that is subsequently changed by the County Superintendent to a qualified or negative certification, the district may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)~~

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

~~Whenever the district has a qualified or negative certification, as determined by the Board or the County Superintendent, it shall cooperate in the implementation of any remedial actions taken by the County Superintendent under the authority granted to him/her pursuant to Education Code 42131.~~

~~Whenever the County Superintendent conducts a comprehensive review of the district's financial and budgetary conditions after determining that the district's budget does not comply with state standards and criteria for fiscal stability, the Board shall review the County Superintendent's recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of its proposed actions on the recommendations. (Education Code 42637)~~

~~If the second interim report of the fiscal year is accompanied by a qualified or negative certification as determined by the Board or the County Superintendent, the Superintendent or designee shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement that reports data for the period ending April 30 and projects the district's fund and cash balances as of June 30. (Education Code 42131)~~

Audit Report

~~By April 1 of each year, the Board shall either provide for an audit of the district's books and accounts or make arrangements with the County Superintendent to provide for that audit. (Education Code 41020)~~

The Superintendent or designee shall establish a timetable for the completion and review of the audit within the deadlines established by law.

The Superintendent or designee shall provide the necessary financial records and cooperate with the auditor selected by the Governing Board to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

~~To conduct the audit, the Board shall select a certified public accountant, or public accountant licensed by the State Board of Accountancy, from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)~~

~~The Board shall not select any public accounting firm to provide audit services if the lead audit partner or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for the district in each of the six previous fiscal years. (Education Code 41020)~~

~~While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management or other consulting services except as provided in Government~~

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

~~Accounting Standards, Amendment #3, published by the U.S. Government Accounting Office. (Education Code 41020)~~

The audit shall include an audit of income and expenditures by source of funds for all funds of the district, including the student body and cafeteria funds and accounts and any other funds under the control or jurisdiction of the district, as well as an audit of student attendance procedures. (Education Code 41020)

(cf. 3430 - Investing)

(cf. 3451 - Petty Cash Funds)

(cf. 3452 - Student Activity Funds)

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

If the district participates in the school district of choice program to accept interdistrict transfers, the Superintendent or designee shall notify the auditor, prior to the commencement of the audit, that the audit must include a review of the district's compliance with specified program requirements. (Education Code 48301)

(cf. 5117 - Interdistrict Attendance)

When required by federal law, specified records pertaining to the audit of federal funds received and expended by the district shall be transmitted to the federal clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the fiscal year, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (31 USC 7502)

~~The Superintendent or designee shall cooperate with the auditor to provide the necessary financial records and to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).~~

~~By January 31 of each year, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)~~

~~*(cf. 9322 - Agenda/Meeting Materials)*~~

~~To the extent possible, the Board's review shall occur prior to December 15 to provide the Board and the community an opportunity to review the audit before it is submitted to local and state agencies.~~

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FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

~~No later than December 15, the Superintendent or designee shall file the report of the audit for the preceding fiscal year with the County Superintendent, the California Department of Education, and the State Controller. (Education Code 41020)~~

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal, summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Auditing Standards, Amendment #3, published by the U.S. Government Accountability Office. (Education Code 41020)

Fund Balance

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact
2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law
3. Committed fund balance, including amounts constrained to specific purposes by the Board
4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose
5. Unassigned fund balance, including amounts that are available for any purpose (at a minimum, the reserve for Economic Uncertainties and the Basic Aid Reserve, per AR 3100).

Non-Voter-Approved Debt Report

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent and the county auditor. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with related repayment schedules and evidence of the district's ability to repay the obligation. (Education Code 17150)

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FINANCIAL REPORTS AND ACCOUNTABILITY (continued)*(cf. 7214-General Obligation Bonds)*

When the Board is considering the issuance of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and county auditor no later than 30 days before the Board's approval to proceed with issuance. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

Other Postemployment Benefits Report (GASB 45)

In accordance with GASB Statement 45, the district's financial statements shall report the annual expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at a public meeting of the Board. (Education Code 42140)

The amount of the district's financial obligation for OPEBs shall be reevaluated every two or three years in accordance with GASB 45 depending on the number of members in the OPEBs plan.

Workers' Compensation Claims Report

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of workers' compensation claims. The estimate of costs shall be based on an actuarial report completed at least every three years by a qualified actuary. (Education Code 42141)

Regulation
 approved: September 4, 2007
 revised: November 16, 2010
 revised: May 17, 2011
 revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
 Lincoln, California

8.6.19

HAZARDOUS SUBSTANCES

~~The Board of Trustees recognizes that potentially hazardous substances are used in the daily operations of our schools. The Superintendent or designee shall ensure these substances are inventoried, used, stored and regularly disposed of in a safe and legal manner.~~

The Governing Board desires to provide a safe school environment that protects students and employees from exposure to potentially hazardous substances that may be used in the district's educational program and in the maintenance and operation of district facilities and equipment.

(cf. 3514 - Environmental Safety)

(cf. 4119.42/4219.42/4219.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 5141.22 - Infectious Diseases)

(cf. 5142 - Safety)

(cf. 6161.3 - Toxic Art Supplies)

Insofar as **reasonably** possible, the Superintendent or designee shall minimize the quantities of hazardous substances stored on school property. **When and shall substitute less dangerous materials for hazardous substances. Must be used, the Superintendent or designee shall give preference to materials that cause the least risk to people and the environment.**

(cf. 3510 - Green School Operations)

(cf. 3514.2 - Integrated Pest Management)

The Superintendent or designee shall ensure that all potentially hazardous substances on district properties are inventoried, used, stored, and regularly disposed of in a safe and legal manner.

~~Hazard Communication Program~~

The Superintendent or designee shall develop, implement, and **maintain** ~~monitor~~ a written hazard communication program in accordance with **8 CCR 51984** ~~state law~~. ~~As part of this program, he/she and shall ensure that employees, students, and others necessary are fully informed about the properties and potential hazards of substances to which they may be exposed. and that material safety data sheets are readily accessible to them.~~

(cf. 1240 - Volunteer Assistance)

The Superintendent or designee shall develop specific measures to ensure the safety of students and staff in school laboratories where hazardous chemicals are used. Such measures shall include the development and implementation of a chemical hygiene plan in accordance with 8 CCR 5191 and instruction to students about proper handling of hazardous substances. Teachers shall instruct students about the importance of proper handling, storage, disposal and protection when using any potentially of hazardous substances.

HAZARDOUS SUBSTANCES (continued)

(cf. 6142.93 - Science Instruction)
(cf. 3514 - Environmental Safety)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 5141.22 - Infectious Diseases)
(cf. 6161.3 - Toxic Art Supplies)

Legal Reference:

EDUCATION CODE

49340-49341 Hazardous substances education

49341 Legislative findings

49401.5 Legislative intent; consultation services

49411 Chemical listing; compounds used in school programs; determination of shelf life; disposal

FOOD AND AGRICULTURAL CODE

12981 Regulations re pesticides and worker safety

HEALTH AND SAFETY CODE

25163 Transportation of hazardous wastes; registration; exemptions; inspection

25500-25520 Hazardous materials release response plans; inventory

LABOR CODE

6360-6363 Hazardous Substances Information and Training Act

6380-6386 List of hazardous substances

CODE OF REGULATIONS, TITLE 8

339 List of hazardous substances

3203 Illness and injury prevention program

3204 Records of employee exposure to toxic or harmful substances

5139-5230 Control of hazardous substances, especially

5154.1-5154.2 Ventilation

5161 Definitions

5162 Emergency eyewash and shower equipment

5163 Control of spills

5164 Storage of hazardous substances

5191 Occupational exposure to hazardous chemicals in laboratories; chemical hygiene plan

5194 Hazard Communication

CODE OF REGULATIONS, TITLE 22

67450.40-67450.49 School hazardous waste collection, consolidation, and accumulation facilities

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Science Safety Handbook for California Public Schools, 2012

WEB SITES

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

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

Department of Industrial Relations, Cal/OSHA: <http://www.dir.ca.gov/dosh>

Policy

adopted: September 4, 2007

revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

8.6.21

HAZARDOUS SUBSTANCES

Cautionary Notice 2010-13: AB 1610 (Ch. 724, Statutes of 2010) amended Education Code 37252.2 and Government Code 17581.5 to relieve districts from the obligation, until July 1, 2013, to perform any activities that are deemed to be reimbursable state mandates under those sections. As a result, certain provisions of the following policy or administrative regulation that reflect those requirements may be suspended.

Hazardous substance means a substance, material, or mixture which is likely to cause illness or injury by reason of being explosive, flammable, poisonous, corrosive, oxidizing, an irritant, or otherwise harmful. Hazardous substances, as identified by the Department of Industrial Relations, are listed in 8 CCR 339. (8 CCR 339, 5161)

Storage and Disposal of Chemicals

The Superintendent or designee shall adopt measures to ensure that hazardous substances on any district property are stored and disposed of properly in accordance with law. Such measures shall include, but are not limited to, the following: (8 CCR 5164)

1. Substances which react violently or evolve toxic vapors or gases when mixed, or which in combination become toxic, flammable, explosive, or otherwise hazardous, shall be separated from each other in storage by distance, partitions, secondary containment, or otherwise so as to preclude accidental contact between them.
2. Hazardous substances shall be stored in containers which are chemically inert to and appropriate for the type and quantity of the hazardous substance.
3. Containers of hazardous substances shall not be stored in such locations or manner as to result in physical damage to or deterioration of the container or where they are exposed to heat sufficient to rupture the container or to cause leakage.
4. Containers used to package a substance which gives off toxic, poisonous, corrosive, asphyxiant, suffocant, or anesthetic fumes, gases, or vapors in hazardous amounts, excluding small quantities of such materials kept in closed containers or materials kept in tank cars or trucks, shall not be stored in locations where it could be reasonably anticipated that persons would be exposed.

(cf. 3514 - Environmental Safety)

The Superintendent or designee shall regularly remove and dispose of all chemicals whose estimated shelf life has elapsed. (Education Code 49411)

8.6.22

HAZARDOUS SUBSTANCES (continued)

~~The Superintendent or designee shall regularly remove and dispose of all chemicals whose estimated shelf life has elapsed. disposal of chemicals may be accomplished in accordance with removal and disposal systems established by the County Office of Education or by permission of the County Superintendent of Schools. (Education Code 49411)~~

Hazard Communication Program

The district's written hazard communication program shall **include at least the components listed below and shall** be available upon request to all employees and their designated representatives. **The program shall apply to any hazardous substance which is known to be present in the workplace in such a manner that employees may be exposed under normal conditions of use or in a reasonably foreseeable emergency resulting from workplace operations. (8 CCR 5194)**

~~The following materials are exempted from the hazard communication program and this district regulation: hazardous wastes; tobacco products; wood and wood products; manufactured articles; food, drugs and cosmetics intended for personal consumption by employees while in the workplace; and substances used in compliance with regulations issued by the Department of Pesticide Regulation pursuant to Food and Agricultural Code 12981.~~

1. Container Labeling

~~Except for consumer products, pesticides, alcoholic beverages, and food, drug and additive products which are already labeled in compliance with federal law, n~~**No** container of hazardous substance shall be accepted by schools or the district unless labeled by the supplier with the following information: **the identity of the hazardous substance, hazard warning statements, and the name and address of the chemical manufacturer or importer. No label on an incoming container shall be removed or intentionally defaced unless the container is immediately marked with the required information.**

~~a. Identity of the hazardous substance(s)~~

~~b. Hazard warning statements~~

~~c. Name and address of the chemical manufacturer or importer~~

Whenever hazardous substances are transferred from their original containers to other containers, the secondary containers shall likewise be labeled with the identity and hazard warning statement, **unless the substances are intended only for the immediate use of the employee who performs the transfer.**

8.6.23

HAZARDOUS SUBSTANCES (continued)**2. Material Safety Data Sheets**

Upon receiving a hazardous substance or mixture, the Superintendent or designee shall ensure that the manufacturer has also furnished a **safety data sheet (SDS)** ~~Material Safety Data Sheet (MSDS)~~ as required by law. If the MSDS is missing or obviously incomplete, the Superintendent or designee shall **within seven working days of nothing, the missing or incomplete information**, request a new MSDS from the manufacturer or importer. **If a response is not received within 25 working days, the Superintendent or designee shall send a copy of the district's written inquiry to and shall notify the California Occupational Safety and Health Division (Cal/OSHA) if a complete MSDS is not received. (8 CCR 5194)**

The Superintendent or designee shall maintain ~~copies of the~~ **required** MSDS for all **each** hazardous substances **in the workplace** and shall ensure that **it is readily accessible to** they are kept up to date and available to all affected employees in their work area during working hours. ~~He/she shall review each incoming~~ The MSDS may be maintained in paper copy, electronically, or through other means, **provided that employees have immediate access and understand how to use the alternative system.** ~~for new and significant health or safety information and shall disseminate this information to affected employees.~~

3. Employee Information and Training

Employees shall receive ~~inservice~~ **information and** training on hazardous substances in their work area at the time of their initial assignment and whenever a new hazard is introduced into their work area. **Theis information and** training shall include, but is **are** not limited to, **the following topics:** (8 CCR 5194)

- a. ~~An overview of~~ **The requirements of California's Hazard Communication Regulation (8 CCR 5194), including employee rights described therein**
- b. The location, **and** availability ~~and content~~ of the district's written hazard communication program, **including the list of hazardous materials and all SDS**
- c. ~~Information as to~~ **a**Any operations in the employees' work area where hazardous substances are present
- d. The physical and health effects of the hazardous substances in the work area
- e. ~~Techniques and m~~Methods of observation that may determine the presence or release of hazardous substances in the work area

8.6.24

HAZARDOUS SUBSTANCES (continued)

- f. ~~Methods by which~~ **Measures that** employees can **take to protect themselves from** ~~lessen or prevent~~ exposure to these hazardous substances, **including specific procedures the district has implemented to protect employees,** such as appropriate work practices, **emergency procedures,** and ~~use of~~ personal protective equipment and ~~engineering controls to be used.~~
- g. ~~Steps the district has taken to lessen or prevent exposure to these substances~~
How to read and use the labels and SDS
- h. ~~Instruction on how to read labels and review the MSDS for appropriate information~~
- i. ~~Emergency and first aid procedures to follow if exposed to the hazardous substance(s)~~

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

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

4. List of Hazardous Substances

The written hazard communication program shall include a list of the For ~~specific information about the hazardous substances known to be present in the workplace as a whole or for individual work areas. (8CCR 5194) district and schools, employees may consult the MSDS.~~

5. Hazardous Nonroutine Tasks

When employees are required to perform hazardous nonroutine tasks, **or to work on unlabeled pipes that contain hazards,** they shall first receive information about the specific hazards to which they may be exposed during this activity and the protective/safety measures which must be used, **such as ventilation, respirators, other personal protective.** ~~They shall also receive information about emergency procedures and the measures the district has taken to lessen the hazards, including ventilation, respirators, and equipment and/or the presence of another employee. They shall also receive information about emergency procedures to follow if accidentally exposed to the hazardous substance.~~

6. ~~Hazardous Substances in Unlabeled Pipes~~

~~Before starting to work on unlabeled pipes, employees shall contact their supervisors for information as to the hazardous substance(s) contained in the pipes, the potential hazards, and safety precautions which must be taken.~~

8.6.25

HAZARDOUS SUBSTANCES (continued)

~~(cf. 3514—Environmental Safety)~~

76. Informationing to Contractors

To ensure that outside contractors and their employees work safely in district **facilities, buildings and schools**, the Superintendent or designee shall inform these contractors of hazardous substances which are present on the site and precautions that employees may take to lessen the possibility of exposure. It shall be the contractor's responsibility to disseminate this information to his/her employees and subcontractors.

Chemical Hygiene Plan

The district's chemical hygiene plan shall address exposure to hazardous chemicals in school laboratories and shall include the following components: (8 CCR 5191)

1. Standard operating procedures relevant to safety and health considerations to be followed when laboratory work involves the use of hazardous chemicals
2. Criteria that the district will use to determine and implement control measures to reduce exposure to hazardous chemicals, including engineering controls, the use of personal protective equipment, and hygiene practices
3. A requirement that protective equipment comply with state regulations and that specific measures be taken to ensure proper and adequate performance of such equipment
4. Provision of specified information at the time of an employee's initial assignment to a work area where hazardous chemicals are present and prior to assignments involving new exposure situations
5. Provision of specified employee training in accordance with the schedule determined by the Superintendent or designee
6. The circumstances under which a particular laboratory operation, procedure, or activity shall require prior approval of the Superintendent or designee before implementation
7. Provisions for medical consultations and examinations whenever there is evidence, as specified, that the employee may have been exposed to a hazardous chemical

HAZARDOUS SUBSTANCES (continued)

8. **Designation of an employee, who is qualified by training or experience, to serve as the district's chemical hygiene officer to provide technical guidance in the development and implementation of the chemical hygiene plan**
9. **Provisions for additional employee protection for work with particularly hazardous substances, as specified**

The plan shall be readily available to employees and employee representatives, and, upon request, to Cal/OSHA. (8 CCR 5191)

Regulation
approved: September 4, 2007
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WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8,6.27

INSURANCE

Athletic Teams

"Members of a school athletic team" include: (Education Code 32220)

1. Members of any extramural athletic team engaged in athletic events on or outside school grounds
2. Members of school bands or orchestras, cheerleaders and their assistants, pompom girls, team managers and their assistants, and any student selected by the school or student body organization to directly assist in the conduct of the athletic event, including incidental activities, but only while such members are being transported by or under the sponsorship or arrangements of the district or the district's student body organization to or from a school or other place of instruction and the place at which the athletic event is being conducted

Insurance for members of school athletic teams shall provide coverage for injury arising while students are: (Education Code 32221)

1. Engaging in or preparing for an athletic event sponsored or arranged by the district or student body organization
2. Being transported by the school district, or under its sponsorship, to and from the school and place of the athletic event

(cf. 3530 - Risk Management/Insurance)
(cf. 3541.1 - Transportation for School-Related Trips)
(cf. 3543 - Transportation Safety and Emergencies)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.6 - Student Health and Social Services)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)

Injuries arising while students are engaged in community recreational activities pursuant to Education Code 10900-10914.5 are excluded. (Education Code 32222)

The district shall offer for medical and hospital expenses resulting from accidental bodily injury a group or individual medical plan **with accidental benefits of at least \$200 for each occurrence and major medical coverage of at least \$10,000, with no more than \$100 deductible and no less than 80 percent payable for each occurrence.** (Education Code 32221) ~~which is certified by the Insurance Commissioner to be equivalent to the required coverage of at least \$1,500. (Education Code 32221)~~

The district requires each student participating on a school athletic team to have insurance protection in the amount offered by the district. (Education Code 32221)

INSURANCE (continued)

Prior to participating in athletic activities, each member of an athletic team shall provide proof of insurance coverage to the Superintendent or designee.

Offers of insurance coverage sent to athletic team members shall include the following statement printed in boldface type of prominent size: (Education Code 32221.5)

Under state law, school districts are required to ensure that all members of school athletic teams have accidental injury insurance that covers medical and hospital expenses. This insurance requirement can be met by the school district offering insurance or other health benefits that cover medical and hospital expenses.

Some students may qualify to enroll in no-cost or low-cost local, state, or federally sponsored health insurance programs. Information about these programs may be obtained by calling the district office at 916-645-6350.

The above statement shall also be included into any other letters or printed materials, in boldface type of prominent size, that contain the name and/or logo of the district and are sent to members of school athletic teams to inform them of the provisions of Education Code 32220-32224 or any other state law regarding the provision of insurance protection. (Education Code 32221.5)

(cf. 5145.6 - Parental Notifications)

Regulation
approved: September 4, 2007
revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

8.6.29

STUDENT WELLNESS

The Board of Trustees recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for district students. The Superintendent or designee shall **coordinate and align district efforts to support student wellness** ~~build a coordinated school health system that supports and reinforces health literacy~~ through health education, physical education, health services, nutrition services, psychological and counseling services, ~~health promotion for staff, and a safe and healthy school environment.~~ **In addition, the Superintendent or designee shall develop strategies for promoting staff wellness and for involving, and parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle.** ~~involvement.~~

(cf. 1020 – Youth Services)
(cf. 3513.3 - Tobacco-Free Schools)
(cf. 3514 - Environmental Safety)
(cf. 3555 – Nutrition Program Compliance)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.61 - Drug Testing)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5141.6 - Student Health Services)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Education)
(cf. 6164.2 - Guidance/Counseling Services)

School Health Council/Committee

The Superintendent or designee shall encourage ~~The Board's policy related to student wellness shall be developed with the involvement of~~ parents/guardians, students, school food service professionals, **employees, physical education teachers, school health professionals, school administrators, Board members, school administrators, representatives, and members of the public to participate in the development, implementation, and periodic review and update of the district's student wellness policy.** (42 USC 1758b)

To fulfill this requirement, the Superintendent or designee may appoint a school health council or other **district committee whose membership shall include** ~~consisting of~~ representatives of these above groups. **He/she may invite participation of other groups or individuals, such as,** ~~The council or committee may also include~~ district administrators, health professionals **educators, curriculum directors, counselors, before-and after-school program staff, school nurses, health educators, practitioners, physical education teachers, counselors, and/or others interested in school health issues.**

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STUDENT WELLNESS (continued)*(cf. 1220 - Citizen Advisory Committees)**(cf. 9140 - Board Representatives)*

The school health council or committee shall assist with policy development and advise the district on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the **duties of the council/committee may also include the 's charges may include planning and implementing implementation, and evaluation of** activities to promote health within the school or community.

Goals for Nutrition Education and Physical Activity, and Other Wellness Activities

The Board shall adopt goals for nutrition promotion and education, physical activity, and other school-based activities that are designed to promote student wellness in a manner that the district determines appropriate. (42 USC 1758b)

*(cf. 6011 - Academic Standards)**(cf. 6142.7 - Physical Education and Activity)**(cf. 6142.8 - Comprehensive Health Education)**(cf. 6143 - Courses and Study)**(cf. 0000 - Vision)**(cf. 0200 - Goals for the School District)*

The district's nutrition education program shall include, but is not limited to, information about the benefits of healthy eating for learning, disease prevention, weight management, and oral health. Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects and offered through regular educational program, before and after-school programs, and school garden programs. and physical education programs shall be based on research, consistent with the expectations established in the state's curriculum frameworks, and designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

*(cf. 6011 - Academic Standards)**(cf. 6143 - Courses of Study)*

Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into core academic subjects and offered through before and after-school programs.

*(cf. 5148.2 - Before/After School Program)**(cf. 6142.8 - Comprehensive Health Education)**(cf. 6177 - Summer Learning Programs)*

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education, recess, school athletic programs, extracurricular programs, before and after

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STUDENT WELLNESS (continued)

~~school programs, programs encouraging students to walk or bicycle to or from school, in-class physical activity breaks, and other structured and unstructured activities.~~

~~(cf. 5142.2—Safe Routes to School Program)~~

~~(cf. 6142.7—Physical Education)~~

~~(cf. 6145—Extracurricular and Cocurricular Activities)~~

~~(cf. 6145.2—Athletic Competition)~~

~~The Board may enter into a joint use agreement to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.~~

~~(cf. 1330.1—Joint Use Agreements)~~

~~The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. He/she shall promote work-site wellness and may provide opportunities for regular physical activity among employees. Professional development may include instructional strategies that assess health knowledge and skills and promote healthy behaviors.~~

~~(cf. 4131—Staff Development)~~

~~(cf. 4331—Staff Development)~~

~~(cf. 4231—Staff Development)~~

~~To encourage consistent health messages between the home and school environment, the Superintendent or designee may disseminate health information to parents/guardians through district or school newsletters, handouts, parent/guardian meetings, the district or school web site, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and academic performance.~~

~~(cf. 1100—Communication with the public)~~

~~(cf. 1112—Media Relations)~~

~~(cf. 1114—District Sponsored Social Media)~~

~~(cf. 1113—District and School Web Sites)~~

~~(cf. 6020—Parent Involvement)~~

To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of non-nutritious foods and beverages through signage, vending machine fronts, logos, scoreboards, school supplies, advertisements in school publications, coupon or incentive programs, free give-aways, or other means.

(cf. 1325 - Advertising and Promotion)

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and may also be provided through school athletic programs, extracurricular programs, before- and after-school programs, summer

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STUDENT WELLNESS (continued)

learning programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

(cf. 5142.2 - Safe Routes to School Program)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)

The Board may enter into a joint use agreement or memorandum of understanding to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

(cf. 1330.1 - Joint Use Agreements)

Professional development shall be regularly offered to health education and physical education teachers, coaches, activity supervisors, food services staff, and other staff as appropriate to enhance their health knowledge and skills.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Superintendent or designee may disseminate health information and/or the district's student wellness policy to parents/guardians through district or school newsletters, handouts, parent/guardian meetings, district and school web sites, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and academic performance.

(cf. 1100 - Communication with the Public)
(cf. 1112 - Media Relations)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 6020 - Parent Involvement)

In order to ensure that students have access to comprehensive health services, the district may provide access to health services at or near district schools and/or may provide referrals to community resources.

The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition.

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STUDENT WELLNESS (continued)*(cf. 5131.2 - Bullying)**(cf. 5145.3 - Nondiscrimination/Harassment)*

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. He/she shall promote work-site wellness programs and may provide opportunities for regular physical activity among employees.

Nutrition Guidelines for Foods Available at School

For all foods available on each campus during the school day, the ~~district~~ Board shall adopt nutritional guidelines which are consistent with 42 USC 1773 and 1779 and **federal regulations and which** support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the district may sponsor a summer meal program.

*(cf. 3550 - Food Service/Child Nutrition Program)**(cf. 3552 - Summer Meal Program)**(cf. 3553 - Free and Reduced Price Meals)**(cf. 5141.27 - Food Allergies/Special Dietary Needs)**(cf. 5148 - Child Care and Development)**(cf. 5148.3 - Preschool/Early Childhood Education)*

The Superintendent or designee shall provide access to free, potable water during meal times in the food service area in accordance with Education Code 38086 and 42 USC 1758, and shall encourage students' consumption of water by educating them about the health benefits of water and serving water in an appealing manner.

The Board believes that foods and beverages available **sold** to students at district schools, **including those available outside the district's food-service program**, should support the health curriculum and promote optimal health. ~~taking into consideration the needs of students with special dietary needs.~~ Nutrition standards adopted by the district for all foods and beverages **sold provided through** to students, ~~including foods and beverages provided through the district's food service program,~~ student stores, vending machines, or other venues, shall meet or exceed state and federal nutrition standards.

*(cf. 3312 - Contracts)**(cf. 3550 - Food Service/Child Nutrition Program)**(cf. 3554 - Other Food Sales)**(cf. 5141.27 - Food Allergies/Special*

STUDENT WELLNESS (continued)*(cf. 5148—Child Care and Development)**(cf. 5148.3—Preschool/Early Childhood Education)*

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes. He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

(cf. 1230 - School-Connected Organizations)

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.

~~In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs, to the extent possible. When approved by the California Department of Education, the district may sponsor a summer meal program.~~

*(cf. 3553—Free and Reduced Price Meals)**(cf. 3552—Summer Meal Program)***Program Implementation and Evaluation**

The Board shall establish a plan for measuring implementation of the policy. The Superintendent shall designate at least one **or more district or school employees, as appropriate, to ensure that each school site complies with this policy.** ~~person within the district and at each school who is charged with operational responsibility for ensuring that the school sites implement the district's wellness policy. (42 USC 1758b)~~

*(cf. 0500 - Accountability)**(cf. 3555 – Nutrition Program Compliance)*

The Superintendent or designee shall **assess the recommend for Board approval specific quality indicators that will be used to measure the implementation and effectiveness of this policy at least once every two years.** ~~of the policy districtwide and at each district school. These measures shall include, but not be limited to, an analysis of the nutritional content of meals served; student participation rates in school meal programs; any sales of non-nutritious foods and beverages in fundraisers or other venues outside the district's meal programs; and feedback from food service personnel, school administrators, the school health council, parents/guardians, students, and other appropriate persons.~~

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STUDENT WELLNESS (continued)

The assessment shall include the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)

The Board of Trustees and the Superintendent or designee shall establish indicators that will be used to measure report to the Board at least every two years on the implementation and effectiveness of the district activities this policy and any other Board policies related to student wellness. Such indicators may include but are not limited to: nutrition and physical activity.

1. Descriptions of the district's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements
2. An analysis of the nutritional content of school meals and snacks served in all district programs, based on a sample of menus and production records
3. Student participation rates in all school meal and/or snack programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program
4. Extent to which foods sold on campus outside the food services program, such as through vending machines, student stores, or fundraisers, comply with nutritional standards
5. Results of the state's physical fitness test at applicable grade levels
6. Number of minutes of physical education offered at each grade span, and the estimated percentage of class time spent in moderate to vigorous physical activity
7. A description of district efforts to provide additional opportunities for physical activity outside of the physical education program
8. A description of other districtwide or school-based wellness activities offered, including the number of sites and/or students participating, as appropriate

The Superintendent or designee shall invite feedback on district and school wellness activities from food service personnel, school administrators, the school health council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.

STUDENT WELLNESS (continued)

As feasible, the assessment report may include a comparison of results across multiple years, a comparison of district data with county, statewide, or national data, and/or a comparison of wellness data with other student outcomes such as academic indicators or student discipline rates.

The Superintendent or designee shall inform and update the public, including parents/guardians, students, and others in the community, about the content and implementation of this policy and assessment results. (42 USC 1758b)

In addition, the assessment results shall be submitted to the Board for the purposes of evaluating policy and practice, recognizing accomplishments, and making policy adjustments as needed to focus district resources and efforts on actions that are most likely to make a positive impact on student health and achievement.

Posting Requirements

Each school shall post the district's policies and regulations on nutrition and physical activity in public view within all school cafeterias or in other central eating areas. (Education Code 49432)

Each school shall also post a summary of nutrition and physical activity laws and regulations prepared by the California Department of Education.

*Legal Reference:***EDUCATION CODE**

33350-33354 CDE responsibilities re: physical education
 49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001
 49490-49493 School breakfast and lunch programs
 49500-49505 School meals
 49510-49520 Nutrition
 49530-49536 Child Nutrition Act
 49540-49546 Child care food program
 49547-49548.3 Comprehensive nutrition services
 49550-49560 Meals for needy students
 49565-49565.8 California Fresh Start pilot program
 49570 National School Lunch Act
 51210 Course of study, grades 1-6
 51220 Course of study, grades 7-12
 51222 Physical education
 51223 Physical education, elementary schools
 51795-51796.5 School instructional gardens
 51880-51921 Comprehensive health education

Legal Reference: (continued on next page)

STUDENT WELLNESS (continued)CODE OF REGULATIONS, TITLE 5*15500-15501 Food sales by student organizations**15510 Mandatory meals for needy students**15530-15535 Nutrition education**15550-15565 School lunch and breakfast programs*UNITED STATES CODE, TITLE 42*1751-1769 National School Lunch Program, especially:**1751 Note Local wellness policy**1771-1791 Child Nutrition Act, including:**1773 School Breakfast Program**1779 Rules and regulations, Child Nutrition Act*CODE OF FEDERAL REGULATIONS, TITLE 7*210.1-210.31 National School Lunch Program**220.1-220.21 National School Breakfast Program*COURT DECISIONS*Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781**Management Resources:*CSBA PUBLICATIONS*Increasing Access to Drinking Water in Schools, Policy Brief, March 2013**Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012**Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. April 2012**Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012**Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009**Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, 2009**Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007**Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007**Physical Education and California Schools, Policy Brief, rev. October 2007**Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2005**School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*Physical Education Framework for California Public Schools, Kindergarten Through Grade Twelve, 2009**Healthy Children Ready to Learn: A White Paper on Health, Nutrition, and Physical Education, January 2005**Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003*CALIFORNIA PROJECT LEAN PUBLICATIONS*Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006*CENTER FOR COLLABORATIVE SOLUTIONS*Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Exemplary Practices in Healthy Eating, Physical Activity and Food Security in Afterschool Programs, March 2010*CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS*School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide 2005*FEDERAL REGISTER*Rules and Regulations, January 26, 2012, Vol. 77, Number 17, pages 4088-4167*NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION (NASBE) PUBLICATIONS*Fit, Healthy and Ready to Learn, 2000*

STUDENT WELLNESS (continued)

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Dietary Guidelines for Americans, 2005

FEDERAL REGISTER

Rules and Regulations, January 26, 2012, Vol. 77, Number 17, pages 4088-4167

NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION (NASBE) PUBLICATIONS

Fit, Healthy and Ready to Learn, 2000

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Dietary Guidelines for Americans, 2005

Changing the Scene, Improving the School Nutrition Environment: A Guide to Local Action, 2000

WEB SITES

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

Action for Healthy Kids: <http://www.actionforhealthykids.org>

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

California School Nutrition Association: <http://www.cdc.gov>

Center for Collaborative Solutions: <http://www.ccscenter.org>

Centers for Disease Control and Prevention (CDC): <http://www.cdc.gov>

Dairy Council of California: <http://www.dairycouncilofca.org>

National Alliance for Nutrition and Activity: <http://www.cspinet.org/nutritionpolicy/nana.html>

National Association of State Boards of Education: <http://www.nasbe.org>

National School Boards Association: <http://www.nsba.org>

School Nutrition Association: <http://www.schoolnutrition.org>

Society for Nutrition Education: <http://www.sne.org>

U.S. Department of Agriculture, Food Nutrition Service, wellness policy:

http://www.fns.usda.gov/tn/Healthy/wellnesspolicy_steps.html

Policy
adopted: September 4, 2007
revised: April 3, 2012
revised:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

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