

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

MEMBERS OF THE GOVERNING BOARD

Damian Armitage - President

Kris Wyatt - Vice President

Paul Long - Clerk

Brian Haley - Member

Paul Carras - Member

DISTRICT ADMINISTRATION

Scott Leaman, Superintendent

Gabe Simon, Assistant Superintendent of Personnel Services

Audrey Kilpatrick, Assistant Superintendent of Business & Operations

Kerry Callahan, Assistant Superintendent of Educational Services

School	<u>STUDENT ENROLLMENT</u>		
	2015-16 CALPADS	5/2/2016	6/2/2016
Sheridan Elementary (K-5)	66	67	67
First Street Elementary (K-5)	465	461	460
Carlin C. Coppin Elementary (K-5)	394	411	410
Creekside Oaks Elementary (K-5)	607	635	637
Twelve Bridges Elementary (K-5)	632	650	650
Foskett Ranch Elementary (K-5)	471	472	472
Lincoln Crossing Elementary (K-5)	645	637	637
Glen Edwards Middle School (6-8)	866	869	864
Twelve Bridges Middle School (6-8)	773	767	766
Lincoln High School (9-12)	1,735	1,654	1,651
Phoenix High School (10-12)	77	83	66
TOTAL	6731	6,706	6,680

Pre-K/Special Ed

Foskett Ranch 16

First Street/LIP 80

Parent Education

Continuing Educ. Classes 55

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

June 7, 2016, 7:00 P.M.

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

AGENDA

2015-2016 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.

5:45 P.M. START

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

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

6:05 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room
 - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services
 - 3.2 **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Property Designated as Rockwell (Mariner) Ranch
 - 3.3 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477
 - 3.4 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release
Public Employee - CE 15/16.3

7:00 P.M.

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

Regular Meeting of the Board of Trustees

June 7, 2016

Agenda

- 4.1 **Page 10 - CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services
- 4.2 **Page 11 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Property Designated as Rockwell (Mariner) Ranch
- 4.3 **Page 12 - CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477
- 4.4 **Page 13 - PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release
Public Employee - CE 15/16.3
Roll call vote:

5. **Page 15 - 105 - CONSENT AGENDA**

NOTICE TO THE PUBLIC

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

- 5.1 Certificated Personnel Report
- 5.2 Classified Personnel Report
- 5.3 Approval of Meeting Minutes for: May 3, & 17, 2016 Regular Board of Trustee Mtg.
- 5.4 Approval of Warrants
- 5.5 Unpaid Leave of Absence Request
- 5.6 Ratification of Annual Contract with Schoology
- 5.7 Ratification of contract with Project GLAD
- 5.8 Ratification of Contract with Total Educational Systems Support (TESS) for Math Teacher Training
- 5.9 Ratification of Contract with San Joaquin County Office of Education – SEIS
- 5.10 Ratification of Contract with TNT Fireworks and WPUSD-Twelve Bridges Middle School
- 5.11 ACTFL Annual convention and World Language Expo
- 5.12 Approve Agreement for Fiscal Budget Services between School Services of California, Inc., and WPUSD
- 5.13 Ratification of Contract with Starstruck Showcase and Foskett Ranch Elem.
- 5.14 Ratification of Contract with Starstruck Showcase and Lincoln Crossing Elem.
- 5.15 Ratification of Agreement between Atkinson, Andelson, Loya, Ruud, and Romo and WPUSD
- 5.16 Approve Purchase of two 2017 Thomas 36 Passenger Busses from Thomas Built Buses

Roll call vote:

Regular Meeting of the Board of Trustees

June 7, 2016

Agenda

6. COMMUNICATION FROM THE PUBLIC

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7. REPORTS & COMMUNICATION

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

8. PUBLIC HEARING

8.1 Page 107 - 2016-17 Western Placer Unified School District Proposed Budget
Per California Education Code 42127, on or before July 1 of each year, the governing Board of each school district shall hold a public hearing on the budget to be adopted for the subsequent fiscal year. At this hearing, the Board will take testimony from the public.

8.2 Page 109 - 2016-17 Western Placer Unified School District LCAP
Pursuant to Education Code 9EC) 52062(b)(1), Western Placer Unified School District will hold a public hearing to solicit the recommendations and comments of members of the public regarding the specifications and expenditures proposed to be included in the Local Control and Accountability Plan (LCAP)

9. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

9.1 Discussion/ **Page 112 – ACQUISITION OF ROCKWELL (MARINER) RANCH**

Action – **Leaman** (15-16 G & O Component I, II, III, IV, V)

●Over seven years ago the district was awarded mariner Ranch through a competitive process as mitigated land with an endowment to be controlled by an outside entity. Negotiations have been underway since that time including CalTrans, Wildlife Heritage Foundation, Department of Fish and Game, and others.

9.2 Action **Page 276 – RESOLUTION NO. 15/16.24 TO APPROVE THE ANNUAL ADJUSTMENT OF COMMUNITY FACILITY DISTRICT MELLO-ROOS RATES FOR CFD #1 AND CFD #2 – Adell** (15-16 G & O Component I, II, III, IV, V)

●Annually the rates for fee calculations for Mello-Roos tax within the Western Placer Unified School District's Community Facilities Districts #1 and #2 are adjusted in coordination with the California Construction Cost Index (CCCI), utilizing the annual percentage increase or decrease for the most recent full calendar year as the standard.

Roll call vote:

Regular Meeting of the Board of Trustees

June 7, 2016

Agenda

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- 9.3 Action *Page 279 – APPROVAL OF LEASE-LEASEBACK AGREEMENT WITH BRCO CONSTRUCTORS, INC. FOR THE LINCOLN HIGH SCHOOL PORTABLES RELOCATION PROJECT – Adell (15-16 G & O Component I, II, III, IV, V)*
●Due to projected growth at Lincoln High School and the need to accommodate the expansion and enhancements of the existing quad area on site, it will be necessary for the District to relocate six (6) portable classrooms on site adjacent to the 2015 portable classrooms addition on the north area of campus.
- 9.4 Action *Page 298 – APPROVAL OF LEASE-LEASEBACK AGREEMENT WITH BRCO CONSTRUCTORS, INC. FOR THE GLEN EDWARDS MIDDLE SCHOOL PORTABLE CLASSROOMS ADDITION PROJECT – Adell (15-16 G & O Component I, II, III, IV, V)*
●Due to projected growth and a current lack of available classroom space at Glen Edwards Middle School, it will be necessary for the District to add one (1) double wide portable classroom building to crease two (2) standard classrooms and associated site work at the site.
- 9.5 Discussion/ Action *Page 320 – CONSIDER APPROVING JOB DESCRIPTION FOR SECRETARY: SUPPLEMENTAL PROGRAMS & ACCOUNTABILITY – Simon (15-16 G & O Component I, II, III, IV, V)*
●As a part of the ongoing review of District needs, program, and staffing by the District there exists a need to approve a job description for a classified Secretary: Supplemental Programs & Accountability in order to establish the job requirements.
- 9.6 Discussion/ Action *Page 324 – CONSIDER APPROVING JOB DESCRIPTION FOR PARENT/SCHOOL/COMMUNITY LIAISON – Simon (15-16 G & O Component I, II, III, IV, V)*
●As a part of the ongoing review of District needs, programs, and staffing by the District there exists a need to approve a job description for a classified Parent/School/Community Liaison, in order to establish the job requirements.
- 9.7 Discussion/ Action *Page 328 – APPROVAL OF ADJUSTMENT TO SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES – Simon (15-16 G & O Component I, II, III, IV, V)*
●The salary ranges for the proposed Secretary: Supplemental Programs and Accountability and parent/School/Community Liaison positions have been added to the enclosed and revised salary schedule.
- 9.8 Information *Page 330 – 2016-2017 BUDGET ASSUMPTIONS AND PROPOSED BUDGET FOR GENERAL FUND AND OTHER FUNDS – Kilpatrick (15-16 G & O Component I, II, III, IV, V)*
●District staff has prepared the 2016-17 Proposed Budget documents for Board adoption at the June 21, 2016, board of Trustees meeting. The most recent State's May Revision Budget has an impact on our 2016-17 budget assumptions along with multi-year projections.

Regular Meeting of the Board of Trustees

June 7, 2016

Agenda

- 9.9 Action** *Page 359 – DISPOSAL OF SURPLUS ITEMS – Kilpatrick (15-16 G & O Component I, II, III, IV, V)*
• Board Policy 3270 provides that the Board of Trustees may authorize the disposal of surplus equipment when the equipment becomes unusable, obsolete or no longer needed. Administrative Regulation 3270 provides the process for selling surplus or obsolete property through a number of methods.
- 9.10 Discussion/ Action** *Page 361 – COMMUNICATION WITH BOARD OF SUPERVISORS – Leaman (15-16 G & O Component I, II, III, IV, V)*
• The Board was recently updated by City of Lincoln Police Chief Rex Marks concerning possible actions by Placer County Board of Supervisors regarding marijuana.
- 9.11 Action** *Page 363 - ADOPTION OF REVISED/NEW POLICIES/REGULATIONS/EXHIBITS – Leaman (15-16 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 2121 Superintendent's Contract
 - BP/AR 3553 Free and Reduced Price Meals
 - BP/AR 4030 Nondiscrimination In Employment
 - AR 4031 Complaints Concerning Discrimination In Employment
 - BP 4121 Temporary/Substitute Personnel
 - AR 4261.1 Personal Illness/Injury Leave
 - BP/AR 5141 Health Care and Emergencies
 - BP/AR 6142.1 Sexual Health and HIV/AIDS Prevention Instruction
 - BP/AR 6173 Education for Homeless Children
 - BB 9150 Student Board Members

10. BOARD OF TRUSTEES

10.1 FUTURE AGENDA ITEMS

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

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

10.2 BOARD MEMBER REPORTS/COMMENTS

11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **June 30, 2016 7:00 P.M.**, Regular Meeting of the Board of Trustees - District Office/City Hall Bldg., 3rd Floor Conference Room

12. 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.

Posted: 060316

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

Western Placer Unified School District

CLOSED SESSION AGENDA

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

Date: Tuesday, June 7, 2016

Time: 6:05 P.M.

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

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Bargaining Groups:

WPTA & CSEA Negotiations

Agency Negotiators:

Scott Leaman, Superintendent

Gabe Simon, Assistant Superintendent
of Personnel Services

Audrey Kilpatrick, Assistant Superintendent
Business and Operations

Kerry Callahan, Assistant Superintendent of
Educational Services

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
CONFERENCE WITH REAL PROPERTY
NEGOTIATORS

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
June 7, 2016

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustee will disclose any action taken in closed session in regard to Mariner Ranch Property.

RECOMMENDATION:

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION

AGENDA ITEM AREA:

Disclosure of Action Taken in
Closed Session

REQUESTED BY:

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

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Public Employee Discipline/Dismissal/Release:
Resolution CE 15/16.3

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

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

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

Yes (Closed Session)

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regard to Resolution CE 15/16.3 related to Discipline/Dismissal/Release

RECOMMENDATION:

Administration recommends the Board of Trustees disclose action taken in closed session in regards to Certificated Employee Resolution CE 15/16.3

CONSENT

AGENDA

ITEMS

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Certificated Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabe Simon *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Categorical/General

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

PERSONNEL REPORT

June 7, 2016

CERTIFICATED/MANAGEMENT

NEW HIRES:

1. **Name:** Nicolas Harrigan
 Position: English Intervention Teacher
 FTE: 1.0
 Effective Date: August 12, 2016
 Site: Glen Edwards Middle School

2. **Name:** Erik Yergensen
 Position: RSP Teacher
 FTE: 1.0
 Effective Date: August 12, 2016
 Site: Lincoln High School

RESIGNATIONS:

1. **Name:** Brittany Proctor
 Position: RSP Teacher
 FTE: 1.0
 Effective Date: June 30, 2016
 Site: Lincoln High School

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

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

DISTRICT GLOBAL GOALS

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3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.
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5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabriel Simon 
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

June 6, 2016

CLASSIFIED/MANAGEMENT

NEW HIRES:

- | | |
|--|---|
| 1. Name: Patricia Alves
Position: Health Clerk
Salary: CSEA, Range 20, Step A
Hours: 2.5 Hours/5 Days a week
Days: 10 Months/Year | Effective: 8/17/16
Site: First Street School |
| | |
| 2. Name: Rebecca Roseales-Wilhem
Position: Health Clerk
Salary: CSEA, Range 20, Step C
Hours: 2 Hours/5 Days a week
Days: 10 Months/Year | Effective: 8/17/16
Site: Carlin C. Coppin Elementary |

TRANSFER/PROMOTION:

- | | |
|---|---|
| 1. Name: Holly Baser
Position: Paraprofessional Aide
Hours: 6 Hours/5 Days a week
Days: 10 Months/Year | Effective: 8/17/16
Site: Lincoln High School
Replacement |
| | |
| 2. Name: Susan Carlton
Position: School Clerk II
Hours: 8 Hours/5 Days a week
Days: 11 Months/Year | Effective: 7/1/16
Site: Carlin C. Coppin Elementary
Replacement |
| | |
| 3. Name: Marie Woolley
Position: Health Clerk
Hours: 3 Hours/5 Days a week
Days: 10 Months/Year | Effective: 8/17/16
Site: Creekside Oaks Elementary |

RESIGNATION:

- | | |
|--|--|
| 1. Name: Rebecca Bennett
Position: Paraprofessional Aide
Hours: 5.66 Hours/5 Days a week
Days: 10 Months/Year | Effective: 5/23/16
Site: Twelve Bridges Elementary |
| | |
| 2. Name: Melissa Akers
Position: Campus/Cafeteria Supervisor
Hours: 3.75 Hours/5 Days a week
Days: 10 Months/Year | Effective: 6/2/16
Site: Sheridan Elementary |
| | |
| 3. Name: Mary Grant
Position: Campus/Café Supervisor
Hours: 30 minutes/5 Days a week
Days: 10 Months/Year | Effective: 6/3/16
Site: Carlin C. Coppin Elementary |

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Minutes:

- May 3 & 17, 2016 Regular
Board of Trustee Meeting

AGENDA ITEM AREA:

CONSENT AGENDA

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- May 3, 2016 Regular Board of Trustee Meeting
- May 17, 2016 Regular Board of Trustee Meeting

RECOMMENDATION:

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

Western Placer Unified School District
Regular Meeting of the Board of Trustees

May 3, 2016, 7:00 P.M.

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

MINUTES

2015-2016 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

Board Members Present:

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

Board Members Absent:

Paul Carras, Member

Others Present:

Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Gabe Simon, Assistant Superintendent of Personnel Services
Rosemary Knutson, Secretary to the Superintendent
Carol Percy, Lincoln News Messenger

6:25 P.M. START

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

6:30 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room
 - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services
 - 3.2 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

April 5, 2016

Minutes

3.3 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

7:00 P.M.

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

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

4.1 Page 9 - CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

~Kerry Callahan, Assistant Superintendent of Educational Services

No action taken

4.2 Page 10 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

No action taken

4.3 Page 11 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

Roll call vote:

No action taken

5. Page 13-79 - CONSENT AGENDA

5.1 Certificated Personnel Report

5.2 Classified Personnel Report

5.3 Approval of Meeting Minutes for:

- April 5, & April 19, 2016 Regular Board of Trustee Meeting

5.4 Approval of Warrants

5.5 Approval of Request Unpaid Leave of Absence

5.6 Williams Uniform Quarterly Complaint Report.

5.7 Ratify contract between Capitol Public Finance Group and Western Placer Unified School District – TRAN Debt Issuance Services

5.8 Ratification of Contract with Read Naturally and Lincoln Crossing Elementary School

5.9 Ratification of Contract with Brower Mechanical HVAC Services – Lincoln High School

5.10 Approval of Out of State Travel

5.11 Ratification of Contract with Rocklin Lanes and Glen Edwards Middle School

Mr. Leaman requested to pull item 5.2 Classified Personnel, and 5.3 Minutes of the April 19th board meeting for discussion. Motion by Mrs. Wyatt, seconded by Mr. Haley, and passed by a 4-0 (**Ayes:** Long, Haley, Wyatt, Armitage **No:** None) roll call vote to approve consent agenda as presented with items removed for discussion.

6. COMMUNICATION FROM THE PUBLIC

Albert Scheiber spoke on behalf of the bond, he is struggling about the money from a previous bond, which was also supposed to go towards the new high school. That money was spent, and now we received another ballot for more money for the new high school. He shared his concerns with the bond, and the confusion with measure B, seems messy. Didn't know if it was a misprint, seems shady, and is voting no.

Albert Scheiber as a parent, his concerns with a Math class at GEMS. He is not involved directly, but would like the board to look into the matter of a math class at GEMS, 75% of the students are failing. Administration is aware, and nothing is being done. I would like the board to look into it, if that is not the case, I would like to apologize. There has got to be a problem somewhere, seems like it needs to be corrected before the school the year is over.

Mr. Leaman responded that he would look into the Math class at Glen Edwards School.

Mr. Leaman also spoke about Measure A and Measure B, submitted a map to elections office. The board took action, the elections there are 5 voters in Village 1, and 25 voters in Village 7. As we are meeting with developers, we are going to need further obligation funds in the Villages.

7. REPORTS & COMMUNICATION

- Lincoln High School Student Advisory – Harpreet Chumber was not present
- Western Placer Teacher's Association – Tara McCroskey had no report
- Western Placer Classified Employee Association – Mike Kimbrough shared next Thursday is LHS awards night, and CSEA will be awarding two \$500.00 scholarships.
- Superintendent - Scott Leaman reported the following:
 - Newsletter will be going out tomorrow
 - Scott Pickett will be the new Director of Educational Services
 - Has visited almost all the schools, will complete this week
 - Attend TWMAD last night, Honoring Teachers of the Year, and Classified Employees of the Year
 - FFA is next week, Gabe Simon will be in place of Scott

Items pulled from the consent agenda for discussion:

Classified Personnel Report – Gabe Simon reported that the resignation letter from Jessica Hanna has a new resignation date on it. Motion by Mrs. Wyatt, seconded by Mr. Long, and passed by a 4-0 (**Ayes:** Haley, Wyatt, Long, Armitage **No:** None) roll call vote to approve the letter with the new resignation date.

Minutes of the April 19th Board Meeting – Mike Kimbrough requested to revise the minutes to include the comments from board members regarding Superintendents salary. Motion by Mr. Haley, seconded by Mr. Long, and passed by a 4-0 (**Ayes: Long, Haley, Wyatt, Armitage No: None**) roll call vote to approve the minutes with the revisions.

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

8.1 Action

Page 81 - APPROVAL OF DISTRICT LED LIGHTING RETROFIT PROJECT WITH SERVICES PROVIDED BY ENERGY BASED SOLUTIONS AND THE CALIFORNIA CONSERVATION CORPS

– Kilpatrick (15-16 G & O Component I, II, III, IV, V)

•This board item is for approval of an agreement with Energy Based Solutions (EBS) and the California Conservation Corps (CCC) and the District to retrofit our existing T-8 lighting panels with new LED lighting panels. This first phase of the retrofit lighting project would be at our oldest school sites.

Audrey Kilpatrick presented the retrofit project. She had representatives present for answer any questions. There is zero costs. With this type of LED light you use ½ the kilowatts, there is a significantly savings. The approval of this project would be to approve contract with the California Conservation Corp, as well as \$562,000.00 for materials, and \$186,000.00 for labor. The project is projected to start on May 30th, the work will be done at night during school, and during the day when school ends. Motion by Mrs. Wyatt, seconded by Mr. Haley, and passed by a 4-0 (**Ayes: Long, Haley, Wyatt, Armitage No: None**) vote to approve Retrofit Lighting Fixtures Project.

8.2 Information/
Action

Page 109 - APPROVE RESOLUTION NO. 15/16.21 DECLARING AN ELECTION BE CONDUCTED – Leaman (15-16 G & O Component I, II, III, IV, V)

•The Board of Trustees will take action to approve Resolution 15/16.21 declaring an election be held in its jurisdiction requesting the Board of Supervisors to consolidate this election with any other election conducted on said date, and requesting election services by the County Clerk.

Mr. Leaman presented Resolution 15/16.21 for approval. Motion by Mr. Long, seconded by Mrs. Wyatt, and passed by a 4-0 (**Ayes: Long, Haley, Wyatt, Armitage No: None**) roll call vote to approve Resolution No.15/16.21 declaring an Election be conducted.

8.3 Action

Page 113 - APPROVE RESOLUTION NO. 15/16.22 AUTHORIZING THE ISSUANCE OF 2016 TAX AND REVENUE ANTICIPATION NOTES AND REQUESTING THE BOARD OF SUPERVISORS OF PLACER COUNTY TO ISSUE SAID NOTES – Kilpatrick (15-16 G & O Component I, II, III, IV, V)

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

reinvested with the Placer County Treasurer or in a Guaranteed Investments Contract (GIC) at a higher rate of interest.

Audrey Kilpatrick presented Resolution No. 15/16.22 for approval. This will help support the cash flow, and funds are held at the county treasurer. Motion by Mr. Haley, seconded by Mrs. Wyatt, and passed by a 4-0 (**Ayes:** *Haley, Wyatt, Long, Armitage* **No:** *None*) roll call vote to approve Resolution No. 15/16.22 Authorizing the issuance of 2016 Tax and Revenue Anticipation Notes and Requesting the Board of Supervisors of Placer County to issue said notes.

8.4 Action

Page 131 - DISPOSAL OF SURPLUS ITEMS – Kilpatrick (15-16 G & O Component I, II, III, IV, V)

• Board Policy 3270 provides that the Board of Trustees may authorize the disposal of surplus equipment when the equipment becomes unusable, obsolete or no longer needed. Administrative Regulation 3270 provides the process for selling surplus or obsolete property through a number of methods.

Audrey Kilpatrick presented a surplus item for disposal. Motion by Mr. Long, seconded by Mrs. Wyatt, and passed by a 4-0 (**Ayes:** *Haley, Long, Wyatt, Armitage* **No:** *None*) vote to approve the removal of the surplus train car.

8.5 Action

Page 133 - ADOPTION OF REVISED/NEW POLICIES/REGULATIONS/EXHIBITS – Leaman (15-16 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.

- AR 5148 Child Care and Development
- BP/AR 5148.3 Preschool/Early Childhood Education

Mr. Leaman presented policies for approval. Motion by Mrs. Wyatt, seconded by Mr. Haley and passed by a 4-0 (**Ayes:** *Haley, Long, Wyatt, Armitage* **No:** *None*) vote to approve revised/new policies/regulations/exhibits.

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

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

9.2 BOARD MEMBER REPORTS/COMMENTS

Mrs. Wyatt wished the teachers and staff a Happy Appreciation Day.
Mr. Haley no report

April 5, 2016

Minutes

Mr. Long address Mr. Scheiber and explained the reasoning for moving forward with the bond.

Mr. Armitage no report

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ May 17, 2016 7:00 P.M., Regular Meeting of the Board of Trustees – Carlin C. Coppin, 150 East 12th Street, Lincoln

11. ADJOURNMENT

There being no further business the meeting will be adjourned at 8.01 p.m.

Damian Armitage, President

Paul Long, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

BOARD BYLAW 9320: Individuals requiring disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing at least two days prior to meeting date. (American Disabilities Act) Government Code 54954.1
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Western Placer Unified School District
Regular Meeting of the Board of Trustees
May 17, 2016, 7:00 P.M.
Carlin C. Coppin – Multi-Purpose Room
150 East 12th Street, Lincoln, CA 95648

MINUTES

2015-2016 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

Board Members Present:

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

Board Members Absent:

Paul Carras, Member

Others Present:

Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Kerry Callahan, Assistant Superintendent of Educational Services
Gabe Simon, Assistant Superintendent of Personnel Services
Rosemary Knutson, Secretary to the Superintendent
Shamryn Coyle, Carlin C. Coppin Principal
Harpreet Chumber, LHS Student Advisor
Steve Archer, Lincoln News Messenger

6:20 P.M. START

1. **CALL TO ORDER** – Carlin C. Coppin Elementary School – Multi-Purpose Room
2. **COMMUNICATION FROM THE PUBLIC**
No communication from the public

6:25 P.M.

3. **CLOSED SESSION** – Carlin C. Coppin – Room 13
 - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
 - ~Scott Leaman, Superintendent
 - ~Gabe Simon, Assistant Superintendent of Personnel Services
 - ~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
 - ~Kerry Callahan, Assistant Superintendent of Educational Services

May 17, 2016

Minutes

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

- 3.3 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release
Public Employee - CE 15/16.2

7:00 P.M.

4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – Carlin C. Coppin
Elementary School - Multi-Purpose Room
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

- 4.1 **Page 9 - CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

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

No action taken

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

No action taken

- 4.3 **Page 11 - PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release
Public Employee - CE 15/16.2

Mr. Long reported the board took action to approve the release of employee CE 15/16.2, it was a unanimous roll call vote.

5. **SPECIAL ORDER OF BUSINESS**

- 5.1 **Page 13 - District will Honor:**
- Retirees
 - Employees of the Year
 - Teachers of the Year

Mr. Leaman thanked and presented Harpreet Chumber with a plaque for serving as the Lincoln High School Student Advisor during the 2015-16 School Year.

Mr. Leaman presented the following with plaques from WPUSD & PCOE:

2016 RETIRES:

~Therese Dorow - 8 years of service
~Karen Anderson - 11 years of service
~Kathleen Olmstead - 11 years of service
~Wayne Brown - 12 years of service
~Marilyn Courage - 13 years of service
~Jill Foley - 14 years of service
~Gari Lambert - 15 years of service
~Julie Shackelford - 15 years of service
~Pamela Parker - 16 years of service
~Cynthia Bonito - 17 years of service
~Laurel Maynard - 17 years of service
~Jeffrey Dardis - 18 years of service
~Rita Zipp - 19 years of service
~Mary Hernandez - 21 years of service
~Linda Menge - 22 years of service
~Jeanine Troxel - 24 years of service
~Holly Coons - 27 years of service
~Janet Bass - 31 years of service
~Laurel Etchepare - 40 years of service

2016 DEPARTMENT EMPLOYEES OF THE YEAR:

~Carol Cummings – Child Nutrition
~Darlene Wenger – Maintenance & Operations
~Dana Silvas – Office & Technical
~Elaine Borba – Para-Educator & Instructional Assistance
~Kacie White – Support Services & Security
~Gome Del-Villar – Transportation Department

2016 CLASIFIED EMPLOYEE OF THE YEAR:

~Elaine Borba from Twelve Bridges Middle School

2016-17 TEACHERS OF THE YEAR:

~Krystal Arnold – Twelve Bridges Middle School
~Jennifer Horton – Lincoln High School

5.2 Page 16 - Carlin C. Coppin Elementary School will be featured

Mr. Leaman introduced Shamryn Coyle, Principal. Mrs. Coyle welcomed the board. She also welcomed and recognized the Foothill Kiwanis for all they have done for CCC and the K-Kids Program. She presented them with a certificate of appreciation. The Kiwanis presented CCC with \$6,000.00 check for library.

Ms. McGrath, K-Kids Coordinator talked about K-Kids program and how the students are serving the community. Mrs. Coyle shared a slide show presentation of students from each grade level, and thanked the board.

6. Page 19 - 114 CONSENT AGENDA

6.1 Certificated Personnel Report

May 17, 2016

Minutes

-
- 6.2 Classified Personnel Report
 - 6.3 Approve the California Interscholastic Federation Application for the 2016-17 School Year at Lincoln High School.
 - 6.4 Ratification of Contract with Quest Technology Management and WPUSD
 - 6.5 Ratification of Contract with Solution Tree
 - 6.6 Ratification of Contract with Cyber High
 - 6.7 Ratification of Contract – MCT Vision Screening
 - 6.8 Ratification of 2016-2017 Contract with AVID
 - 6.9 Ratification of Agreement between Ryan M. Kay and the WPUSD
 - 6.10 Report of Disclosure Requirements for Quarterly Reports of Investments

There was a request to pull item 6.2 for discussion. Motion by Mrs. Wyatt, seconded by Mr. Long, and passed by a 4-0 (**Ayes:** *Haley, Long, Wyatt, Armitage* **No:** *None*) roll call vote to approve consent agenda with the exception of 6.2 that was pulled.

7. COMMUNICATION FROM THE PUBLIC

Rex Marks, Chief of Police shared his concerns regarding the proposed marijuana ordinance in Placer County. In June the Placer County Board of Supervisors will be voting. He shared statistics on vehicle accidents pertaining to marijuana use, and recommending the district draft a letter in support of the ordinance.

8. REPORTS & COMMUNICATION

➤ Lincoln High School Student Advisory, Harpreet Chumber reported the following:

- May 19
- Raising funds
- Play day
- Sports update
- Invited everyone to graduation

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

➤ Western Placer Classified Employee Association, Mike Kimbrough was not present

➤ Superintendent, Scott Leaman shared the following:

- Preparing for Graduations
- District Office Summer Hours will be 10:30 to 2:00, from June 13th – August 3rd
- Visiting school sites and classrooms
- Attended employee of the year
- New signs for Measure A
- Thanked Harpreet
- We will provide a letter for the police department regarding the marijuana ordinance
- Will need to reschedule June 21st board meeting

6.2 Classified Personnel Report – This item was pulled for discussion. Gabe Simon asked to pull the resignation letter for Leslee Griffith due to a date change. Motion by Mr. Haley, seconded by Mrs. Wyatt, and passed by a 4-0 (**Ayes:** *Long, Haley, Wyatt, Armitage* **No:** *None*) vote to pull the resignation letter for Leslee Griffith from the Classified Personnel Report.

May 17, 2016

Minutes**9. ♦ACTION ♦DISCUSSION ♦INFORMATION****9.1 Action****Page 116 - APPROVAL OF DISTRICT LED LIGHTING****RETROFIT PROJECT QUOTES WITH PROVIDED BY ENERGY BASED SOLUTIONS – Kilpatrick (15-16 G & O Component I, II, III, IV, V)**

•At the May 3, 2017, the Board approved of an agreement with Energy Based Solutions (EBS) and the California Conservation Corps (CCC) and the District to retrofit our existing T-8 lighting panels with new LED lighting panels.

Audrey Kilpatrick presented the Motion by Mrs. Wyatt, Mr. Haley to approve 4-0 (Ayes: Armitage, Carras, Long, Wyatt No: None)

**9.2 Discussion/
Action****Page 121 – CONSIDER APPROVING JOB DESCRIPTION FOR****TEACHER: INDEPENDENT STUDY – Simon (15-16 G & O Component I, II, III, IV, V)**

•As a part of the ongoing review of District needs, programs, and staffing by the District there exists a need to approve a job description for a certificated Teacher: Independent Study position, in order to establish the job requirements. This job description will go into effect following Board approval.

Gabe Simon presented job description for approval. Motion by Mrs. Wyatt, seconded by Mr. Haley, and passed by a 4-0 (Ayes: Armitage, Carras, Long, Wyatt No: None) vote to approve the job description for Independent Study Teacher.

**9.3 Discussion/
Action****Page 125 – CONSIDER APPROVING JOB DESCRIPTION FOR****TEACHER ON SPECIAL ASSIGNMENT: STEM/CTE – Simon (15-16 G & O Component I, II, III, IV, V)**

•As a part of the ongoing review of District needs, programs, and staffing by the District there exists a need to approve a job description for a certificated Teacher on Special Assignment: STEM/CTE, in order to establish the job requirements.

Gabe Simon presented job description for approval. Motion by Mr. Long, seconded by Mrs. Wyatt, and passed by a 4-0 (Ayes: Armitage, Carras, Long, Wyatt No: None) vote to approve the job description for STEM/CTE Teacher on Special Assignment.

**9.4 Discussion/
Action****Page 129 – CONSIDER APPROVING JOB DESCRIPTION FOR****TEACHER ON SPECIAL ASSIGNMENT: ENGLISH LEARNER SERVICES – Simon (15-16 G & O Component I, II, III, IV, V)**

•As a part of ongoing review of District needs, programs, and staffing by the District there exists a need to approve a job description for a certificated Teacher on Special Assignment: English Learner Services position, in order to establish the job requirements.

Gabe Simon presented job description for approval. Motion by Mr. Haley, seconded by Mr. Long and passed a 4-0 (Ayes: Armitage, Carras, Long, Wyatt No: None) vote to approve the job description for English Learner Services Teacher on Special Assignment.

- 9.5 Discussion/ *Page 133 – CONSIDER APPROVING RESOLUTION NO. 15/16.23, AUTHORIZING THE ELIMINATION AND/OR REDUCTION OF CERTAIN CLASSIFIED EMPLOYEE POSITIONS DUE TO LACK OF WORK/LACK OF FUNDS – Simon (15-16 G & O Component I, II, III, IV, V)*
Action

•Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No. 15/16.23.

Gabe Simon presented a Resolution for approval. Motion by Mrs. Wyatt, seconded by Mr. Long, and passed by a 4-0 (Ayes: *Wyatt, Haley, Long, Armitage* No: *None*) roll vote to approve Resolution No. 15/16.23 Authorizing the Elimination and/or Reduction of Certain Classified Employee positions due to Lack of Work/ Lack of Funds.

- 9.6 Information/ *Page 136 – MAY REVISION – UPDATE OF 2016-17 GOVERNOR’S PROPOSED STATE BUDGET – Kilpatrick (15-16 G & O Component I, II, III, IV, V)*
Discussion

•In May 2016, Governor Jerry Brown released his May Revision to the proposals for the 2016-17 State Budget. The May Revision is a statutory opportunity for the Governor to recast his proposals in light of the latest economic data.

Audrey Kilpatrick presented the Governor’s 2016-17 May Revision, she reviewed the following:

- May Revision – Themes and Thoughts
- GF Revenue Changes Since January
- K-12 Proposal – Overview
- LCFF Gap Closure Estimates
- Stand-Alone Categorical
- One-Time Discretionary Funding
- CALSTRS
- Proposition 30 Expire or Extension?
- May Revision – New Proposals
- November 2016 Facilities Bond Initiative
- Next Steps

She opened it up for questions, there was some discussion.

10. BOARD OF TRUSTEES

Mrs. Wyatt shared she attended awards night at LHS, and thanked Carlin Coppin for the great presentation. There will be a Social Media Awareness on May 16th at LHS, Bridget Dean will be the presenter. Hope for more discussion about the marijuana ordinance. Trying to schedule graduates to go to their old elementary schools, and walk through the halls to share short conversations with the students.

Mr. Long thanked Carlin Coppin, awards banquet was very nice last night, attended FFA dinner

Mr. Haley shared Carlin Coppin did a great job

Minutes

Mr. Armitage had no report

10.1 FUTURE AGENDA ITEMS

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

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

10.2 BOARD MEMBER REPORTS/COMMENTS

11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **June 7, 2016 7:00 P.M.**, Regular Meeting of the Board of Trustees - District Office/City Hall Bldg., 3rd Floor Conference Room

➤ **June 21, 2016 7:00 P.M.**, Regular Meeting of the Board of Trustees - District Office/City Hall Bldg., 3rd Floor Conference Room – **This board meeting will be rescheduled, tentatively for June 30th at the district office.**

12. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:55 p.m.

Damian Armitage, President

Paul Long, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Warrants

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

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

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the May 3, 2016 board meeting.

RECOMMENDATION:

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

Checks Dated 05/27/2016					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85495955	05/27/2016	Ashlie A. Snider	01-4300		19.84
85495956	05/27/2016	CROWN DISTRIBUTING INC.	13-4380		1,331.18
85495957	05/27/2016	DANIELSEN COMPANY	13-4380	84.09	
			13-4710	3,306.43	
			Unpaid Sales Tax	2.03-	3,388.49
85495958	05/27/2016	EARTHGRAINS BAKING CO INC	13-4710		712.83
85495959	05/27/2016	GOLD STAR FOODS, INC	13-4710		3,802.37
85495960	05/27/2016	ORIENTAL TRADING COMPANY INC	01-4300	710.51	
			Unpaid Sales Tax	45.35-	665.16
85495961	05/27/2016	PIZZA GUYS	13-4710		1,895.99
85495962	05/27/2016	TERRI LEEDY	13-4710		53.90
85495963	05/27/2016	Ruben Ayala	01-5200		143.79
85495964	05/27/2016	Cindy J. Hood	01-5200		26.73
85495965	05/27/2016	Karina A. Kappmeyer-Sofia	01-4300		25.28
85495966	05/27/2016	Gari A. Lambert	01-4300		80.83
85495967	05/27/2016	ACADEMIC PLANNERS PLUS	01-4300		2,236.86
85495968	05/27/2016	AMF BOWLING CENTERS INC DBA ROCKLIN LANES	01-5800		1,350.00
85495969	05/27/2016	APPLE INC.	01-5800		58.80
85495970	05/27/2016	AVALON PRINTING & GRAPHICS	01-4300		222.70
85495971	05/27/2016	B&H PHOTO VIDEO	01-4300	153.99	
			Unpaid Sales Tax	10.75-	143.24
85495972	05/27/2016	BANK OF AMERICA #5124 BUSINESS CARD	01-4300	1,820.89	
			01-5200	7,740.36	
			01-5800	19.95	9,581.20
85495973	05/27/2016	BSN SPORTS SPORTS SUPPLY GROUP	01-4300		300.52
85495974	05/27/2016	CALTRONICS BUSINESS SYSTEMS	01-4300	970.72	
			01-5600	100.75	1,071.47
85495975	05/27/2016	CDW GOVERNMENT INC	01-4300	169.32	
			01-4400	6,820.54	6,989.86
85495976	05/27/2016	DANIEL W. GRIFFEN DBA DANG ELECTRIC	01-5600		300.00
85495977	05/27/2016	DIRECT PRESS 2	01-4300		205.76
85495978	05/27/2016	DISCOUNT SCHOOL SUPPLY	01-4300		437.92
85495979	05/27/2016	DISCOVERY OFFICE SYSTEMS	01-4300	661.12	
			01-5600	496.17	
			01-5800	86.19	1,243.48
85495980	05/27/2016	EdTECH TEAM INC.	01-4300		252.86
85495981	05/27/2016	FISHER SCIENTIFIC	01-4300		97.87
85495982	05/27/2016	FOLLETT LIBRARY RESOURCES	01-4200		271.17
85495983	05/27/2016	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		704.99
85495984	05/27/2016	JONES SCHOOL SUPPLY CO INC	01-4300	502.93	
			Unpaid Sales Tax	32.53-	470.40
85495985	05/27/2016	LINCOLN HIGH SCHOOL	01-5800		324.00
85495986	05/27/2016	MAGNET STREET	01-4300	1,064.25	
			Unpaid Sales Tax	74.25-	990.00

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Checks Dated 05/27/2016					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85495987	05/27/2016	NASCO MODESTO	01-4300		318.53
85495988	05/27/2016	OFFICE DEPOT	01-4300		553.98
85495989	05/27/2016	OFFICE PLAYGROUND INC	01-4300		90.58
85495990	05/27/2016	PACIFIC ENVIRONMENTAL	01-5800		15,400.00
85495991	05/27/2016	PC & MacExchange	01-4400		1,342.68
85495992	05/27/2016	PCOE - PLACER CO OFFICE OF ED	01-5800		375.00
85495993	05/27/2016	PERFORM BETTER	01-4300	8,367.24	
			40-4300	6,000.02	14,367.26
85495994	05/27/2016	POWDER CREEK RANCH SUPPLY	01-4300		712.73
85495995	05/27/2016	PRECISION WEST TECHNOLOGIES	01-4400		5,104.14
85495996	05/27/2016	PRO-ED	01-4300		63.69
85495997	05/27/2016	PURCHASE POWER	01-4300		1,020.99
85495998	05/27/2016	REALLY GOOD STUFF	01-4300	145.73	
			Unpaid Sales Tax	9.00-	136.73
85495999	05/27/2016	SAFEWAY INC	01-4300		113.63
85496000	05/27/2016	SCHOLASTIC BOOKS	01-4300		320.00
85496001	05/27/2016	SCHOLASTIC TEACHING RESOURCES	01-4300		12.07
85496002	05/27/2016	SCHOOL SPECIALTY INC	01-4300		1,099.08
85496003	05/27/2016	STUDENTS WEEKLY INC.	01-4300		445.06
85496004	05/27/2016	SUNSPASH/GOLFLAND	01-5800		3,686.00
85496005	05/27/2016	TEACHER CREATED RESOURCES	01-4300		118.63
85496006	05/27/2016	TEACHERS PAY TEACHERS	01-4300		85.00
85496007	05/27/2016	WESTERN BLUE AN NWN COMPANY	01-4300		702.31
85496008	05/27/2016	Vivian G. Chapman	01-5200		281.06
85496009	05/27/2016	Audrey K. Kilpatrick	01-5200		91.10
85496010	05/27/2016	Katelynn A. Myers	01-5200		4.00
85496011	05/27/2016	Amy L. Pettersen	01-5200		25.00
85496012	05/27/2016	Tammy J. Sommer	01-5200		18.25
85496013	05/27/2016	APPLE INC.	01-4300		2,225.50
85496014	05/27/2016	CDW GOVERNMENT INC	01-4300		634.20
85496015	05/27/2016	DISCOVERY OFFICE SYSTEMS	01-5600		203.62
85496016	05/27/2016	FOLLETT SCHOOL SOLUTIONS, INC.	01-5200		99.00
85496017	05/27/2016	GRAINGER .	01-4300		371.50
85496018	05/27/2016	LOOMIS UNION SCHOOL DISTRICT	01-7142		1,000.00
85496019	05/27/2016	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-5800		1,155.00
85496020	05/27/2016	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		5,181.91
85496021	05/27/2016	MEDICAL BILLING TECHNOLOGIES	01-5800		1,050.60
85496022	05/27/2016	NAVIA BENEFIT SOLUTIONS	01-5800		154.00
85496023	05/27/2016	PCOE - PLACER CO OFFICE OF ED	01-5800		39,596.00
85496024	05/27/2016	PJ'S MAIL & PARCEL SERVICE	01-4300	16.48	
			01-5800	17.30	33.78
85496025	05/27/2016	PLACER COUNTY SELPA	01-5200		1,350.00
85496026	05/27/2016	PURCHASE POWER	01-4300		4,040.00
85496027	05/27/2016	RAINFORTH GRAU ARCHITECTS	21-6210		131.25
85496028	05/27/2016	SAC VAL JANITORIAL SALES	01-4300		981.56

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Checks Dated 05/27/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85496029	05/27/2016	SIG EMPLOYEE BENEFITS TRUST	76-9554		647,429.30
85496030	05/27/2016	UNIVERSAL SPECIALTIES, INC.	01-4300		491.30
85496031	05/27/2016	PACIFIC GAS & ELECTRIC CO	01-5510		34,724.18
85496032	05/27/2016	VERIZON WIRELESS	01-5560	2,047.73	
			13-5560	42.10	
			21-5560	32.15	2,121.98
Total Number of Checks			78		<u>828,861.67</u>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	70	164,213.97
13	Cafeteria Fund	7	11,228.89
21	Building Fund #1	2	163.40
40	Spec Res For Capital Outlay	1	6,000.02
76	Payroll Fund	1	647,429.30
Total Number of Checks		78	829,035.58
Less Unpaid Sales Tax Liability			173.91-
Net (Check Amount)			<u>828,861.67</u>

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Checks Dated 05/20/2016					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85494502	05/20/2016	CITY OF LINCOLN	01-5540	5,585.72	
			01-5550	3,355.03	
			01-5570	12,689.22	21,629.97
85494503	05/20/2016	CITY OF LINCOLN / PG&E REIMB	01-5510		1,886.72
85494504	05/20/2016	SPURR	01-5530		4,491.66
85494505	05/20/2016	Ashlie A. Snider	01-4300		32.25
85494506	05/20/2016	CDW GOVERNMENT INC	01-4300	454.58	
			01-4400	532.17	986.75
85494507	05/20/2016	CROWN DISTRIBUTING INC.	13-4380		877.89
85494508	05/20/2016	DANIELSEN COMPANY	13-4380	99.36	
			13-4710	3,184.33	
			Unpaid Sales Tax	3.09-	3,280.60
85494509	05/20/2016	EARTHGRAINS BAKING CO INC	13-4710		1,146.52
85494510	05/20/2016	GOLD STAR FOODS, INC	13-4710		6,333.97
85494511	05/20/2016	HEALTH-E MEAL PLANNER PRO	13-5600		3,500.00
85494512	05/20/2016	PIZZA GUYS	13-4710		2,285.94
85494513	05/20/2016	S & S WORLDWIDE	01-4300		4,241.97
85494514	05/20/2016	SAFEWAY INC	01-4300		365.08
85494515	05/20/2016	SCHOOL SPECIALTY INC	01-4300	4,838.89	
			01-4400	1,568.38	6,407.27
85494516	05/20/2016	TRINITY FRESH	13-4710		130.73
85494517	05/20/2016	JOHN LARKIN	13-4710		12.00
85494518	05/20/2016	Kerry W. Beltram	01-5200		38.73
85494519	05/20/2016	Rosemary Knutson	01-4300		16.13
85494520	05/20/2016	Jina S. Martelle	11-5200		18.14
85494521	05/20/2016	A-Z BUS SALES INC	01-4365		1,952.10
85494522	05/20/2016	ADVANCED INTEGRATED PEST	01-5800		1,288.00
85494523	05/20/2016	AIRGAS	01-4300		24.84
85494524	05/20/2016	ASBURY ENVIRONMENTAL SERVICES	01-5800		55.00
85494525	05/20/2016	ATTAINMENT COMPANY INC	01-4300		89.93
85494526	05/20/2016	BANK OF AMERICA #1801	01-4300	534.25	
			01-4365	710.77	1,245.02
85494527	05/20/2016	CAPITOL PLYWOOD INC.	01-4300		2,044.14
85494528	05/20/2016	CDW GOVERNMENT INC	01-4300		109.61
85494529	05/20/2016	CHRISTOPHER FREEMAN - DBA POWER PROTECTION PLUS	01-5600		360.00
85494530	05/20/2016	DAWSON OIL COMPANY	01-4345		1,242.33
85494531	05/20/2016	ECONOMIC & PLANNING SYS. INC.	49-5800		220.00
85494532	05/20/2016	FAR WEST RENTS & READY MIX	01-5600		165.00
85494533	05/20/2016	FERGUSON ENTERPRISES #686	01-4300		42.96
85494534	05/20/2016	GCR TIRES & SERVICE	01-4360		1,021.06
85494535	05/20/2016	GRAINGER .	01-4300		543.51
85494536	05/20/2016	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		300.48
85494537	05/20/2016	HORIZON	01-4300	578.97	
			01-5600	1,164.13	1,743.10

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Checks Dated 05/20/2016					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85494538	05/20/2016	KINKO'S INC. FEDEX ACCOUNT# 0579238461 0001	01-4300		42.52
85494539	05/20/2016	KRONICK MOSKOVITZ TIEDEMANN	01-5810		1,034.00
85494540	05/20/2016	LOWE'S	01-4300		1,083.18
85494541	05/20/2016	LOZANO SMITH, LLP	01-5810		4,848.39
85494542	05/20/2016	LPA INC.	21-6210	4,271.46	
			25-6210	35,511.07	39,782.53
85494543	05/20/2016	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		2,749.80
85494544	05/20/2016	MEDICAB OF SACRAMENTO/SIERRA	01-5800		3,070.00
85494545	05/20/2016	MISSION UNIFORM SERVICE INC	01-4300	75.26	
			01-5800	1,579.38	1,654.64
85494546	05/20/2016	NORMAC	01-4400	1,591.22	
			01-5600	138.25	1,729.47
85494547	05/20/2016	PESI HEALTHCARE	01-5200		419.98
85494548	05/20/2016	PPG PAINTS	01-4300	456.88	
			01-4400	805.71	1,262.59
85494549	05/20/2016	PRECISION WEST TECHNOLOGIES	01-5800		2,308.80
85494550	05/20/2016	RAY MORGAN CO. / CHICO	01-5600		19.03
85494551	05/20/2016	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		713.57
85494552	05/20/2016	RIEBES AUTO PARTS	01-4365		1,743.29
85494553	05/20/2016	RISO PRODUCTS OF SAC INC	01-5800		425.00
85494554	05/20/2016	ROY R. RADTKE - DBA APPROVED SAFE & LOCK	01-4300		278.15
85494555	05/20/2016	RYLAND SCHOOL BUSINESS CONSULTING	01-5800		870.00
85494556	05/20/2016	SAC VAL JANITORIAL SALES	01-4300		1,919.20
85494557	05/20/2016	SACRAMENTO THEATRICAL LIGHTING	01-4300		122.03
85494558	05/20/2016	SIGN EFFECTS, INC.	21-4400		3,121.09
85494559	05/20/2016	SITEONE LANDSCAPE SUPPLY	01-4300		210.96
85494560	05/20/2016	STATE OF CALIFORNIA - DOJ	01-5821		96.00
85494561	05/20/2016	STINEMAN'S FARM SUPPLY	01-4300		32.21
85494562	05/20/2016	SUTTER MEDICAL FOUNDATION	01-5800		432.00
85494563	05/20/2016	UNIVERSAL SPECIALTIES, INC.	01-4300		228.36
85494564	05/20/2016	VALLEY ROCK LANDSCAPE MTRL INC	01-4300		1,838.47
85494565	05/20/2016	WESTERN PLACER WASTE	01-5540		152.04
85494566	05/20/2016	ZEP SALES & SERVICE	01-4300		96.55
85494567	05/20/2016	Vivian G. Chapman	01-5200		171.40
85494568	05/20/2016	Jennifer A. Clark	01-5200		207.36
85494569	05/20/2016	Jason R. Noonan	01-5200		479.01
85494570	05/20/2016	Joshua J. O'Geen	01-5200		66.40
85494571	05/20/2016	Sheri S. Stone	01-4300		259.48
85494572	05/20/2016	AIRGAS	01-4300		75.65
85494573	05/20/2016	AMERIGAS PROPANE LP	01-4300		97.20
85494574	05/20/2016	APPLE INC.	01-4300		4,104.25
85494575	05/20/2016	B&H PHOTO VIDEO	01-4300		1,008.66

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85494576	05/20/2016	CDW GOVERNMENT INC	01-4300		12,527.26
85494577	05/20/2016	CITY OF LINCOLN/NON UTILITY	01-5800		237.00
85494578	05/20/2016	COAST TO COAST COMPUTER PRODUCTS	01-4300	220.35	
			Unpaid Sales Tax	15.37-	204.98
85494579	05/20/2016	CURRICULUM ASSOCIATES INC.	01-4300		2,232.56
85494580	05/20/2016	FAR WEST RENTS & READY MIX	01-4300		162.23
85494581	05/20/2016	FISHER SCIENTIFIC	01-4300		75.36
85494582	05/20/2016	FOLLETT LIBRARY RESOURCES	01-4200		1,479.12
85494583	05/20/2016	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		91.61
85494584	05/20/2016	HAWKINS OFFICIATING SERVICE	01-5800		210.00
85494585	05/20/2016	KELVIN L. CLARK - DBA SIERRA CUSTOM AWARDS	01-4300		90.84
85494586	05/20/2016	MALLARD CREEK INC.	01-4300		244.63
85494587	05/20/2016	MJB WELDING SUPPLY, INC.	01-4300		364.00
85494588	05/20/2016	MUSIC EXPRESS	01-4300		195.00
85494589	05/20/2016	MUSICIANS FRIEND	01-4300		128.98
85494590	05/20/2016	OFFICE DEPOT	01-4300		773.27
85494591	05/20/2016	ORIENTAL TRADING COMPANY INC	01-4300	195.61	
			Unpaid Sales Tax	12.26-	183.35
85494592	05/20/2016	PARADISE PARTY RENTALS	01-4300		1,999.20
85494593	05/20/2016	PRINT TO MAIL	01-4300		873.80
85494594	05/20/2016	RACHEL ANN HAZELTINE	01-5800		1,500.00
85494595	05/20/2016	RAY MORGAN CO. / CHICO	01-4300	42.14	
			01-5600	288.44	330.58
85494596	05/20/2016	REALLY GOOD STUFF	01-4300	107.98	
			Unpaid Sales Tax	6.91-	101.07
85494597	05/20/2016	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		270.00
85494598	05/20/2016	RISO PRODUCTS OF SAC INC	01-4300		1,582.19
85494599	05/20/2016	S & S WORLDWIDE	01-4300		1,844.36
85494600	05/20/2016	SCHOLASTIC BOOK FAIRS - 13	01-4300		1,683.59
85494601	05/20/2016	SCHOOL SPECIALTY INC	01-4300		410.06
85494602	05/20/2016	SCHOOLMASTERS SAFETY	01-4200	310.95	
			Unpaid Sales Tax	18.74-	292.21
85494603	05/20/2016	SMILE MAKERS	01-4300		479.21
85494604	05/20/2016	STAPLES BUSINESS ADVANTAGE	01-4200	78.87	
			01-4300	13,957.16	
			11-4300	676.18	14,712.21
85494605	05/20/2016	SUPER DUPER SCHOOL COMPANY	01-4300	195.06	
			Unpaid Sales Tax	13.61-	181.45
85494606	05/20/2016	TEACHER DIRECT	01-4300	483.50	
			Unpaid Sales Tax	33.74-	449.76
85494607	05/20/2016	WAVE BROADBAND	01-4300		12.67
85494608	05/20/2016	WESTERN BLUE AN NWN COMPANY	01-4300		4,213.87
85494609	05/20/2016	WESTERN TOOL SUPPLY	01-4300	402.49	
			01-4400	410.46	812.95
85494610	05/20/2016	WILLIAM P. PRESTON JR.	01-5800		300.00

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Checks Dated 05/20/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85494611	05/20/2016	WOODWIND & BRASSWIND	01-4300	726.06	
			01-4400	1,375.36	2,101.42
Total Number of Checks			110		202,233.45

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	98	140,948.49
11	Adult Education Fund	2	694.32
13	Cafeteria Fund	8	17,570.74
21	Building Fund #1	2	7,392.55
25	Capital Facilities Fund	1	35,511.07
49	Mello Roos Capital Projects	1	220.00
Total Number of Checks		110	202,337.17
Less Unpaid Sales Tax Liability			103.72-
Net (Check Amount)			202,233.45

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Checks Dated 05/13/2016					
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85493153	05/13/2016	AT&T	01-5560		19.17
85493154	05/13/2016	PACIFIC GAS & ELECTRIC CO	01-5510		53,690.70
85493155	05/13/2016	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		334.13
85493156	05/13/2016	CROWN DISTRIBUTING INC.	13-4380		923.59
85493157	05/13/2016	D & P CREAMERY	13-4710		9,874.46
85493158	05/13/2016	DANIELSEN COMPANY	13-4380	248.06	
			13-4710	7,819.32	
			Unpaid Sales Tax	6.10-	8,061.28
85493159	05/13/2016	EARTHGRAINS BAKING CO INC	13-4710		270.80
85493160	05/13/2016	FRY'S ELECTRONICS	01-4300		483.48
85493161	05/13/2016	GOLDEN STATE EQUIPMENT REPAIR	13-5600		150.00
85493162	05/13/2016	MISSION UNIFORM SERVICE INC	13-5800		730.37
85493163	05/13/2016	PIZZA GUYS	13-4710		1,629.02
85493164	05/13/2016	TRINITY FRESH	13-4710		278.29
85493165	05/13/2016	Brooke A. Barker	01-5200		56.38
85493166	05/13/2016	Arguiles C. Caruncho	01-5800		297.50
85493167	05/13/2016	Jessica M. Fernandez	01-5200		383.31
85493168	05/13/2016	Travis K. Hunt	01-5200		139.89
85493169	05/13/2016	Clelia Jocoy	01-4300		86.25
85493170	05/13/2016	Tracey N. Lillie	01-4300		174.31
85493171	05/13/2016	Katelynn A. Myers	01-5200		24.41
85493172	05/13/2016	Joshua J. O'Geen	01-5200		256.88
85493173	05/13/2016	Tanya L. OGeen	01-5200		282.60
85493174	05/13/2016	Nancyann M. Rowell	01-5200		122.04
85493175	05/13/2016	Thomas A. Toy	01-5200		1,769.21
85493176	05/13/2016	Keyonna M. Williams	01-5200		74.52
85493177	05/13/2016	Elizabeth E. Wilson	01-5200		103.49
85493178	05/13/2016	ANGELINA BROWN - DBA ANGEION CONSULTING	01-5800		2,500.00
85493179	05/13/2016	ANNIE SMITH - DBA BIDWELL WATER	01-4300		15.00
85493180	05/13/2016	APPLE INC.	01-4300		130.00
85493181	05/13/2016	ATKINSON ANDELSON LOYA RUUD & ROMO	01-5810		2,693.26
85493182	05/13/2016	ATTAINMENT COMPANY INC	01-4300		191.25
85493183	05/13/2016	CAPITOL PUBLIC FINANCE GROUP	01-5800		1,560.00
85493184	05/13/2016	CDW GOVERNMENT INC	01-4300		414.95
85493185	05/13/2016	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		957.83
85493186	05/13/2016	FOLLETT LIBRARY RESOURCES	01-4100		508.13
85493187	05/13/2016	FOLLETT SCHOOL SOLUTIONS, INC.	01-4100		3,521.70
85493188	05/13/2016	GUIDING FITNESS	01-5800		400.00
85493189	05/13/2016	JABBERGYM INC.	01-5800		5,937.50
85493190	05/13/2016	LAKESHORE LEARNING MATERIALS	01-4300		373.55
85493191	05/13/2016	LOZANO SMITH, LLP	01-5810		945.49
85493192	05/13/2016	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		3,075.80
85493193	05/13/2016	ODYSSEY LEARNING CENTER, INC.	01-5800		9,797.49

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Checks Dated 05/13/2016					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85493194	05/13/2016	PCOE - PLACER CO OFFICE OF ED	01-7142		353.50
85493195	05/13/2016	PLACER LEARNING CENTER	01-5800		60,894.40
85493196	05/13/2016	PRO-ED	01-4300	293.75	
			Unpaid Sales Tax	18.75-	275.00
85493197	05/13/2016	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		189.47
85493198	05/13/2016	SCHOOL STEPS, INC.	01-5800		6,345.00
85493199	05/13/2016	SIERRA FOOTHILLS ACADEMY	01-5800		32,633.26
85493200	05/13/2016	TEACHERS PAY TEACHERS	01-4300		126.49
85493201	05/13/2016	WENDY WEICHEL MURAWSKI - DBA 2 TEACH LLC	01-5800		28,015.90
85493202	05/13/2016	ZEP SALES & SERVICE	01-4300		1,965.01
85493203	05/13/2016	Jennifer C. Hladun	01-4300		25.00
85493204	05/13/2016	Jamie Mandel	01-4300		109.24
85493205	05/13/2016	Flavia E. McGinley	01-5200		89.25
85493206	05/13/2016	Scott E. Pickett	01-4300		286.08
85493207	05/13/2016	Julie A. Stuckey	01-4300		53.42
85493208	05/13/2016	APPLE INC.	01-4300		410.43
85493209	05/13/2016	BSN SPORTS SPORTS SUPPLY GROUP	01-4300		468.93
85493210	05/13/2016	BURKETT'S OFFICE	01-4300		12,511.73
85493211	05/13/2016	CDW GOVERNMENT INC	01-4300	11,181.94	
			01-4400	641.49	11,823.43
85493212	05/13/2016	CHEVRON	01-4300		77.00
85493213	05/13/2016	CITY OF LINCOLN/NON UTILITY	01-5800		222.00
85493214	05/13/2016	CSU CHICO RESEARCH FOUNDATION	01-5200		700.00
85493215	05/13/2016	DISCOUNT SCHOOL SUPPLY	01-4300		485.24
85493216	05/13/2016	EDUCATORS PUBLISHING SERVICE SCHOOL SPECIALTY CORPORATION	01-4200		255.42
85493217	05/13/2016	FLINN SCIENTIFIC INC	01-4300		909.47
85493218	05/13/2016	LAKESHORE LEARNING MATERIALS	01-4300		546.24
85493219	05/13/2016	LAMINATION DEPOT	01-4300		95.31
85493220	05/13/2016	LEARNING PLUS ASSOCIATES	01-4300		4,476.06
85493221	05/13/2016	LOWE'S	01-4300		414.75
85493222	05/13/2016	MJB WELDING SUPPLY, INC.	01-4300		1,593.03
85493223	05/13/2016	NASCO MODESTO	01-4300		887.27
85493224	05/13/2016	OFFICE DEPOT	01-4300		869.57
85493225	05/13/2016	PLANK ROAD PUBLISHING INC	01-4300	253.36	
			Unpaid Sales Tax	16.72-	236.64
85493226	05/13/2016	READ NATURALLY INC.	01-4300	2,425.20	
			Unpaid Sales Tax	154.80-	2,270.40
85493227	05/13/2016	REALLY GOOD STUFF	01-4300	218.45	
			Unpaid Sales Tax	13.26-	205.19
85493228	05/13/2016	RIEBES AUTO PARTS	01-4300		328.30
85493229	05/13/2016	SAFEWAY INC	01-4300		162.71
85493230	05/13/2016	SAX ARTS & CRAFTS	01-4300		38.42
85493231	05/13/2016	SCHOLASTIC BOOK CLUBS	01-4300		401.09

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Checks Dated 05/13/2016					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85493232	05/13/2016	SCHOOL LIFE A DIVISION OF IMAGESTUFF.COM	01-4300		1,859.37
85493233	05/13/2016	SCHOOL SPECIALTY INC	01-4300		973.15
85493234	05/13/2016	SIERRA HAY & FEED	01-4300		358.02
85493235	05/13/2016	SPORTIME FITNESS & SPORT	01-4300		55.69
85493236	05/13/2016	STAPLES ADVANTAGE	01-4300		4,490.65
85493237	05/13/2016	TEACHER DIRECT	01-4300	308.06	
			Unpaid Sales Tax	21.50-	286.56
85493238	05/13/2016	TEACHER'S DISCOVERY	01-4300	131.09	
			Unpaid Sales Tax	8.24-	122.85
85493239	05/13/2016	TEACHERS PAY TEACHERS	01-4300	77.76	
			Unpaid Sales Tax	5.43-	72.33
85493240	05/13/2016	U.S. BANK NATIONAL ASSOCIATIONU.S. BANCORP PURCHASING CARD	01-4300	1,730.88	
			01-5200	10,174.61	
			13-4300	107.64	
			25-5200	6.00	12,019.13
85493241	05/13/2016	WARD'S NATURAL SCIENCE	01-4300	156.75	
			Unpaid Sales Tax	8.00-	148.75
Total Number of Checks			89		<u><u>305,374.18</u></u>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	81	283,589.43
13	Cafeteria Fund	9	22,031.55
25	Capital Facilities Fund	1	6.00
Total Number of Checks		89	305,626.98
Less Unpaid Sales Tax Liability			252.80-
Net (Check Amount)			<u><u>305,374.18</u></u>

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Checks Dated 05/06/2016					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85491603	05/06/2016	Abigail C. Castillo	01-5200		196.02
85491604	05/06/2016	CROWN DISTRIBUTING INC.	13-4380		1,052.90
85491605	05/06/2016	DISCOUNT SCHOOL SUPPLY	01-4300		1,725.46
85491606	05/06/2016	EARTHGRAINS BAKING CO INC	13-4710		799.62
85491607	05/06/2016	FRY'S ELECTRONICS	01-4300		703.67
85491608	05/06/2016	GOLD STAR FOODS, INC	13-4710		5,613.40
85491609	05/06/2016	ORIENTAL TRADING COMPANY INC	01-4300	3,398.61	
			Unpaid Sales Tax	216.93-	3,181.68
85491610	05/06/2016	PIZZA GUYS	13-4710		2,110.13
85491611	05/06/2016	TRINITY FRESH	13-4710		405.41
85491612	05/06/2016	WPUSD PETTY CASH FUND	01-4300	132.00	
			01-5200	25.00	
			01-5800	173.25	
			13-4300	341.60	671.85
85491613	05/06/2016	AMBER FELICE	13-4710		66.75
85491614	05/06/2016	CHRIS HEEREN	13-4710		16.50
85491615	05/06/2016	KEVIN RAY	01-8675		70.00
85491616	05/06/2016	JIVE COMMUNICATIONS, INC.	01-5560		265.17
85491617	05/06/2016	PACIFIC GAS & ELECTRIC CO	01-5510		971.64
85491618	05/06/2016	WAVE BROADBAND - ROCKLIN	01-5560		13,091.37
85491619	05/06/2016	Christy L. Aday	01-4300		38.08
85491620	05/06/2016	Stacey Brown	01-4300	107.48	
			01-4400	1,841.06	1,948.54
85491621	05/06/2016	Cheryl A. Dyok	01-4300		21.93
85491622	05/06/2016	Amanda T. Fleshman	01-4300		24.11
85491623	05/06/2016	Victoria A. Grever	01-4300		104.99
85491624	05/06/2016	Jennifer C. Hladun	01-4300		330.80
85491625	05/06/2016	Justine L. McElvain	01-4300		171.14
85491626	05/06/2016	Albert A. Medina	01-4300		32.24
85491627	05/06/2016	Catharine J. Meijer	01-4300		23.96
85491628	05/06/2016	Joshua J. O'Geen	01-4300		362.46
85491629	05/06/2016	Shannon L. Sordahl	01-4300		35.00
85491630	05/06/2016	Thomas A. Toy	01-4300		323.05
85491631	05/06/2016	ABDO PUBLISHING DBA MIDAMERICA BOOKS	01-4200		215.73
85491632	05/06/2016	ACP	01-4300		833.49
85491633	05/06/2016	ALPHA FIRED ARTS	01-4300		454.69
85491634	05/06/2016	ATHLETICS UNLIMITED	01-4300		5,501.31
85491635	05/06/2016	CALTRONICS BUSINESS SYSTEMS	01-5600		100.75
85491636	05/06/2016	CARROT-TOP INDUSTRIES	01-4300	84.25	
			Unpaid Sales Tax	5.10-	79.15
85491637	05/06/2016	CDW GOVERNMENT INC	01-4300		17,331.39
85491638	05/06/2016	CITY OF LINCOLN/NON UTILITY	01-5800		222.00
85491639	05/06/2016	COAST TO COAST COMPUTER PRODUCTS	01-4300		150.48
85491640	05/06/2016	CURRICULUM ASSOCIATES INC.	01-4300		774.17
85491641	05/06/2016	DIRECT PRESS 2	01-4300		124.64

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Checks Dated 05/06/2016					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85491642	05/06/2016	DISCOUNT SCHOOL SUPPLY	01-4300		494.33
85491643	05/06/2016	DISCOVERY OFFICE SYSTEMS	01-4300		794.12
85491644	05/06/2016	EDMENTUM INC.	01-5800		323.20
85491645	05/06/2016	FISHER SCIENTIFIC	01-4300		415.11
85491646	05/06/2016	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		398.24
85491647	05/06/2016	FULL COMPASS SYSTEMS	01-4400	4,278.84	
			Unpaid Sales Tax	278.84-	4,000.00
85491648	05/06/2016	GOPHER SPORT	01-4300		2,906.97
85491649	05/06/2016	HAL-LEONARD	01-4300		195.00
85491650	05/06/2016	HAWKINS OFFICIATING SERVICE	01-5800		460.00
85491651	05/06/2016	HEIDI SONGS.COM	01-4300		87.99
85491652	05/06/2016	INSECT LORE	01-4300		262.34
85491653	05/06/2016	LAKESHORE LEARNING MATERIALS	01-4300		484.94
85491654	05/06/2016	MIKALAI KALMAN	01-5800		2,956.08
85491655	05/06/2016	NASCO MODESTO	01-4300		531.66
85491656	05/06/2016	OFFICE DEPOT	01-4300		3,310.40
85491657	05/06/2016	ORIENTAL TRADING COMPANY INC	01-4300	437.57	
			Unpaid Sales Tax	28.60-	408.97
85491658	05/06/2016	PC & MacExchange	01-4400		1,342.68
85491659	05/06/2016	PLANK ROAD PUBLISHING INC	01-4300	239.69	
			Unpaid Sales Tax	15.27-	224.42
85491660	05/06/2016	REALLY GOOD STUFF	01-4300	325.50	
			Unpaid Sales Tax	20.84-	304.66
85491661	05/06/2016	REMEDIA PUBLICATIONS INC	01-4300		387.70
85491662	05/06/2016	SAFEWAY INC	01-4300		127.23
85491663	05/06/2016	SAN DIEGO CO OFFICE OF EDUC	01-4300	1,000.00	
			01-5200	4,000.00	5,000.00
85491664	05/06/2016	SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION	01-5200		2,050.00
85491665	05/06/2016	SARGENT-WELCH SCIENTIFIC	01-4300		1.89
85491666	05/06/2016	SCHOOL MART	01-4300		485.33
85491667	05/06/2016	SCHOOL SPECIALTY INC	01-4300		227.44
85491668	05/06/2016	SIERRA OFFICE SUPPLIES &	01-4300		296.50
85491669	05/06/2016	WALKER'S OFFICE SUPPLIES	01-4300		291.84
85491670	05/06/2016	Kerry A. Callahan	01-5200		261.21
85491671	05/06/2016	Kathleen F. Dano	01-5200		154.44
85491672	05/06/2016	Amanda Y. Gee	01-5200		135.54
85491673	05/06/2016	Shannon R. Girling	01-5200		439.51
85491674	05/06/2016	Clelia Jocoy	01-4300		103.61
85491675	05/06/2016	Karina A. Kappmeyer-Sofia	01-5200		184.88
85491676	05/06/2016	Tracey N. Lillie	11-5200		28.78
85491677	05/06/2016	Conni B. London	01-5200		200.08
85491678	05/06/2016	Marlene A. Marelio	01-5200		354.28
85491679	05/06/2016	Melissa A. Ramirez	01-5200		32.40
85491680	05/06/2016	Gabrielle L. Sisk	01-5200		529.50
85491681	05/06/2016	Elizabeth E. Wilson	01-4300		210.32
85491682	05/06/2016	ALL ELECTRIC MOTORS INC	01-4300		278.51

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Checks Dated 05/06/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85491683	05/06/2016	ASBURY ENVIRONMENTAL SERVICES	01-5800		120.00
85491684	05/06/2016	BUS WEST - FRESNO	01-4365		502.27
85491685	05/06/2016	CAPITOL CLUTCH AND BRAKE INC	01-4365		1,229.72
85491686	05/06/2016	CDW GOVERNMENT INC	01-4300	9,816.62	
			01-4400	7,620.79	17,437.41
85491687	05/06/2016	CHRISTOPHER FREEMAN - DBA POWER PROTECTION PLUS	01-5600		1,740.00
85491688	05/06/2016	CITRUS HEIGHTS SAW & MOWER	01-4365		39.52
85491689	05/06/2016	DAWSON OIL COMPANY	01-5800		115.00
85491690	05/06/2016	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		704.20
85491691	05/06/2016	DISCOVERY OFFICE SYSTEMS	01-5600		81.96
85491692	05/06/2016	ESS ENVIRONMENTAL	01-5800		455.00
85491693	05/06/2016	FOLLETT EDUCATIONAL SERVICES	01-4100		6.99
85491694	05/06/2016	FOLLETT SCHOOL SOLUTIONS, INC.	01-4100	278.43	
			01-5200	500.00	778.43
85491695	05/06/2016	GRAINGER .	01-4300		68.62
85491696	05/06/2016	HORIZON	01-4300		1,409.33
85491697	05/06/2016	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		1,311.00
85491698	05/06/2016	KUYPERS CONSULTING INC	01-4300	194.70	
			Unpaid Sales Tax	13.20-	181.50
85491699	05/06/2016	L & H AIRCO	01-5800		430.00
85491700	05/06/2016	LINMOORE FENCING & IRONWORKS	01-5600		18,620.00
85491701	05/06/2016	Loomis Union School Dist	01-4300		46.00
85491702	05/06/2016	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-5800		1,347.50
85491703	05/06/2016	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		2,876.38
85491704	05/06/2016	MEDICAB OF SACRAMENTO/SIERRA	01-5800		2,969.00
85491705	05/06/2016	NORMAC	01-4300		254.45
85491706	05/06/2016	PATTERSON MEDICAL SUPPLY INC	01-4300		132.01
85491707	05/06/2016	PAUL LEE NUZMAN - DBA OMG DIVERSIFIED DOOR & LOCK	01-4400		749.28
85491708	05/06/2016	PCOE - PLACER CO OFFICE OF ED	01-5200	375.00	
			01-5800	4,780.00	5,155.00
85491709	05/06/2016	PEARSON - PSYCHOLOGICAL CORP.	01-4300		769.87
85491710	05/06/2016	RAINFORTH GRAU ARCHITECTS	21-6210		112.50
85491711	05/06/2016	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		1,763.16
85491712	05/06/2016	SAC VAL JANITORIAL SALES	01-4300		161.34
85491713	05/06/2016	SACRAMENTO CO OFFICE OF ED.	01-5200		5,686.00
85491714	05/06/2016	SCHOLASTIC TEACHING RESOURCES	01-4100		696.02
85491715	05/06/2016	SERVICENTER RADIATOR WORKS	01-4400		806.25
85491716	05/06/2016	SIERRA OFFICE SUPPLIES &	01-4300		3.87
85491717	05/06/2016	SITEONE LANDSCAPE SUPPLY	01-4300		266.92
85491718	05/06/2016	ULINE	01-4300		39.41
85491719	05/06/2016	WESTERN BLUE AN NWN COMPANY	01-5800		4,846.98

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Checks Dated 05/06/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
Total Number of Checks				117	165,740.66

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	108	155,771.85
11	Adult Education Fund	1	28.78
13	Cafeteria Fund	8	10,406.31
21	Building Fund #1	1	112.50
Total Number of Checks		117	166,319.44
Less Unpaid Sales Tax Liability			578.78-
Net (Check Amount)			165,740.66

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Checks Dated 04/29/2016					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85490104	04/29/2016	Shelly E. Adams	01-4300		62.79
85490105	04/29/2016	Nicole R. Bartlett	01-4300		17.30
85490106	04/29/2016	Annie Z. Brothers	01-4300		33.71
85490107	04/29/2016	Shannon M. De Arkland	01-4300		33.97
85490108	04/29/2016	Shannon M. Dumler	01-4300		43.20
85490109	04/29/2016	Kate M. Hill	01-4300		35.00
85490110	04/29/2016	Karina A. Kappmeyer-Sofia	01-4300		29.99
85490111	04/29/2016	Rene McGrath	01-4300		41.53
85490112	04/29/2016	Karen A. Roberts	01-4300		84.77
85490113	04/29/2016	Lauretta L. Shelton	01-4300		13.00
85490114	04/29/2016	Julie A. Stuckey	01-4300		341.12
85490115	04/29/2016	Kelli M. Willard	01-4300		28.10
85490116	04/29/2016	Amanda J. Wyatt Retallack	01-4300		408.12
85490117	04/29/2016	"MASTER TEACHER, THE"	01-4300	49.52	
			Unpaid Sales Tax	2.62-	46.90
85490118	04/29/2016	ALL METALS SUPPLY INC	01-4300		198.45
85490119	04/29/2016	ART LEAGUE OF LINCOLN	01-5600		135.00
85490120	04/29/2016	ATHLETICS UNLIMITED	01-4300		936.27
85490121	04/29/2016	BALFOUR	01-4300		1,546.88
85490122	04/29/2016	CAL POLY POMONA FOUNDATION	01-5200		4,120.00
85490123	04/29/2016	CAROLINA BIOLOGICAL SUPPLY	01-4300		802.77
85490124	04/29/2016	CDW GOVERNMENT INC	01-4300	487.22	
			01-4400	7,215.07	7,702.29
85490125	04/29/2016	CITY OF LINCOLN/NON UTILITY	01-5800		267.00
85490126	04/29/2016	COAST TO COAST COMPUTER PRODUCTS	01-4300		127.93
85490127	04/29/2016	DISCOVERY OFFICE SYSTEMS	01-4300	554.83	
			01-5600	415.04	
			01-5800	67.62	1,037.49
85490128	04/29/2016	ENJOY THE CITY NORTH INC	01-4300		636.00
85490129	04/29/2016	EXCEL PHOTOGRAPHERS	01-4300		1,210.94
85490130	04/29/2016	FISHER SCIENTIFIC	01-4300		750.10
85490131	04/29/2016	HEINEMANN	01-4300		46.23
85490132	04/29/2016	JAY C. SHEETS - DBA HAWK TALK	01-5800		1,500.00
85490133	04/29/2016	JR'S PORTABLE SANITATION	01-5600		515.25
85490134	04/29/2016	LAKESHORE LEARNING MATERIALS	01-4300		158.03
85490135	04/29/2016	MJB WELDING SUPPLY, INC.	01-4300		1,068.39
85490136	04/29/2016	NICKY'S COMMUNICATOR	01-4300	1,175.79	
			Unpaid Sales Tax	82.04-	1,093.75
85490137	04/29/2016	OFFICE DEPOT	01-4300		1,187.55
85490138	04/29/2016	PASCO SCIENTIFIC	01-4300		252.93
85490139	04/29/2016	PROJECT LEAD THE WAY INC	01-4300		1,077.15
85490140	04/29/2016	QUALITY PLANNERS INC	01-4300	663.68	
			Unpaid Sales Tax	36.60-	627.08
85490141	04/29/2016	RAY MORGAN CO. / CHICO	01-4300		350.54
85490142	04/29/2016	RIEBES AUTO PARTS	01-4300		261.47
85490143	04/29/2016	RISO PRODUCTS OF SAC INC	01-4300		1,512.18

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Checks Dated 04/29/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85490144	04/29/2016	S & S WORLDWIDE	01-4300		485.93
85490145	04/29/2016	SACRAMENTO RIVERCATS	01-4300		2,610.00
85490146	04/29/2016	SAN JOSE STATE UNIVERSITY RESEARCH FOUNDATION	01-5200		1,060.00
85490147	04/29/2016	SARGENT-WELCH SCIENTIFIC	01-4300		1,205.80
85490148	04/29/2016	SCHOOL OUTFITTERS.COM	01-4300		959.94
85490149	04/29/2016	SCHOOL SPECIALTY INC	01-4300		307.22
85490150	04/29/2016	WESTERN BLUE AN NWN COMPANY	01-4300		1,755.79
85490151	04/29/2016	WOODWIND & BRASSWIND	01-4300	246.46	
			01-4400	3,722.41	3,968.87
85490152	04/29/2016	ZAHOUREK SYSTEMS INC	01-4300	156.28	
			Unpaid Sales Tax	9.98-	146.30
85490153	04/29/2016	PACIFIC GAS & ELECTRIC CO	01-5510		29,560.80
85490154	04/29/2016	PLACER COUNTY	01-5550	5,165.34	
			01-5570	3,015.87	8,181.21
85490155	04/29/2016	RECOLOGY FMRLY AUBURN	01-5540		334.13
		PLACER DISPOSAL			
85490156	04/29/2016	VERIZON WIRELESS	01-5560	1,347.92	
			13-5560	51.93	
			21-5560	41.93	1,441.78
85490157	04/29/2016	CROWN DISTRIBUTING INC.	13-4380		1,143.89
85490158	04/29/2016	DANIELSEN COMPANY	13-4380	188.14	
			13-4710	5,706.15	
			Unpaid Sales Tax	1.50-	5,892.79
85490159	04/29/2016	EARTHGRAINS BAKING CO INC	13-4710		944.41
85490160	04/29/2016	GOLD STAR FOODS, INC	13-4710		11,682.53
85490161	04/29/2016	GOLDEN STATE EQUIPMENT REPAIR	13-5600		1,215.44
85490162	04/29/2016	PAPA MURPHY'S DOUGH BOY FRESH INC.	13-4710		1,752.00
85490163	04/29/2016	PIZZA GUYS	13-4710		2,526.04
85490164	04/29/2016	SIERRA OFFICE SUPPLIES &	13-4300		138.21
85490165	04/29/2016	TRINITY FRESH	13-4710		1,519.19
85490166	04/29/2016	VISION SOCCER TRAINING	01-5800		2,565.00
85490167	04/29/2016	FRANCENE ESCALONA	13-4710		23.00
85490168	04/29/2016	Teresa Avelar	01-5200		233.98
85490169	04/29/2016	Shamryn L. Coyle	01-5200		355.84
85490170	04/29/2016	Deborah J. McKinnon	01-5200		21.60
85490171	04/29/2016	Diane M. Metzelaar	01-4300		22.03
85490172	04/29/2016	Katelynn A. Myers	01-5200		208.92
85490173	04/29/2016	Amy L. Pettersen	01-4300		17.89
85490174	04/29/2016	Karyn L. Quan	01-5200		229.99
85490175	04/29/2016	Keyonna M. Williams	01-5200		51.84
85490176	04/29/2016	APPLIED LANDSCAPE MATERIALS	01-4300		5,422.50
85490177	04/29/2016	BANK OF AMERICA #1801	01-4300		195.08
85490178	04/29/2016	BOYLE FUTURE TECHNOLOGY	01-5600		135.92
85490179	04/29/2016	BOYS 2 MEN - GIRLS 2 WOMEN WELLS FARGO ACCT 4159376664	01-5800		8,800.00

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Checks Dated 04/29/2016					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85490180	04/29/2016	BUREAU OF EDUCATION & RESEARCH	01-5200		478.00
85490181	04/29/2016	CAPITOL PUBLIC FINANCE GROUP	01-5800	1,170.00	
			25-5800	450.00	1,620.00
85490182	04/29/2016	CAPSTONE	01-4100		8,528.94
85490183	04/29/2016	CDW GOVERNMENT INC	01-4300	1,961.06	
			01-4400	1,268.90	3,229.96
85490184	04/29/2016	CHRISTOPHER FREEMAN - DBA POWER PROTECTION PLUS	01-5600		472.50
85490185	04/29/2016	CITY OF LINCOLN - ALARM PRGM LINCOLN POLICE DEPARTMENT	01-5800		20.00
85490186	04/29/2016	CPI - CRISIS PREVENTION INSTITUTE	01-4300		1,600.67
85490187	04/29/2016	DAWSON OIL COMPANY	01-4345	4,333.01	
			01-4350	6,685.21	11,018.22
85490188	04/29/2016	DECKER EQUIPMENT	01-4300	965.06	
			Unpaid Sales Tax	59.09-	905.97
85490189	04/29/2016	DISCOVERY OFFICE SYSTEMS	01-5600		105.57
85490190	04/29/2016	ESS ENVIRONMENTAL	01-5800		490.00
85490191	04/29/2016	FAR WEST RENTS & READY MIX	01-5600		2.50
85490192	04/29/2016	GCR TIRES & SERVICE	01-4360		666.07
85490193	04/29/2016	GRAINGER .	01-4300		47.43
85490194	04/29/2016	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		91.51
85490195	04/29/2016	HILLYARD / SACRAMENTO	01-4300		1.32
85490196	04/29/2016	INDOOR ENVIRONMENTAL SERVICES	01-5600		1,849.00
85490197	04/29/2016	JABBERGYM INC.	01-5800		6,792.50
85490198	04/29/2016	LANGUAGE LINE SERVICES	01-5800		115.77
85490199	04/29/2016	LOZANO SMITH, LLP	01-5810	6,332.09	
			21-5810	1,312.50	
			25-5810	3,883.50	11,528.09
85490200	04/29/2016	MEDICAB OF SACRAMENTO/SIERRA	01-5800		3,220.00
85490201	04/29/2016	ODYSSEY LEARNING CENTER, INC.	01-5800		8,873.33
85490202	04/29/2016	PAUL LEE NUZMAN - DBA OMG DIVERSIFIED DOOR & LOCK	01-4300	314.44	
			01-4400	821.90	1,136.34
85490203	04/29/2016	PCOE - PLACER CO OFFICE OF ED	01-5200		375.00
85490204	04/29/2016	PEC - PYRAMID EDUCATIONAL CONSULTANTS, INC.	01-4300		715.35
85490205	04/29/2016	PLACER LEARNING CENTER	01-5800		50,724.85
85490206	04/29/2016	PRO-ED	01-4300	177.19	
			Unpaid Sales Tax	11.31-	165.88
85490207	04/29/2016	RIEBES AUTO PARTS	01-4365		1,687.73
85490208	04/29/2016	ROY R. RADTKE - DBA APPROVED SAFE & LOCK	01-4300		170.27
85490209	04/29/2016	SAC VAL JANITORIAL SALES	01-4300		2,337.05
85490210	04/29/2016	SACRAMENTO CO OFFICE OF ED.	01-5200		100.00
85490211	04/29/2016	SACRAMENTO THEATRICAL LIGHTING	01-4300		195.17
85490212	04/29/2016	SHIFFLER EQUIPMENT SALES, INC.	01-4300		695.71
85490213	04/29/2016	SIERRA OFFICE SUPPLIES &	01-4300		166.48

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Checks Dated 04/29/2016					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85490214	04/29/2016	SIG EMPLOYEE BENEFITS TRUST	76-9554		645,497.15
85490215	04/29/2016	TAG / AMS INC	01-5800		90.00
85490216	04/29/2016	TOTAL EDUCATION SOLUTIONS	01-5800		850.00
85490217	04/29/2016	WESTERN PSYCHOLOGICAL SERVICES	01-4300		94.48
85490218	04/29/2016	WILCO SUPPLY	01-4300		1,069.63
Total Number of Checks			115		<u>895,185.47</u>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	104	217,312.60
13	Cafeteria Fund	11	26,890.93
21	Building Fund #1	2	1,354.43
25	Capital Facilities Fund	2	4,333.50
76	Payroll Fund	1	645,497.15
Total Number of Checks		115	895,388.61
Less Unpaid Sales Tax Liability			203.14
Net (Check Amount)			<u>895,185.47</u>

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

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**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:

Unpaid Leave of Absence Request

AGENDA ITEM AREA:

Consent

REQUESTED BY:

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

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

A 7.5 hour teacher at Lincoln Crossing Elementary School, is requesting an unpaid leave of absence for the 2016-2017 school year.

RECOMMENDATION:

District Administration recommends denial of the unpaid leave of absence for the individual listed above.

Vanessa Cern

April 6, 2016

To Whom This May Concern,

I am writing this letter to request an unpaid leave of absence for the 2016-2017 school year. I have been teaching in the Western Placer Unified School District for 9 years, currently teaching first grade at Lincoln Crossings Elementary School. I sincerely love teaching and am saddened that I need to make this request, but feel my family needs my presence now more than ever. I am currently on maternity leave and just welcomed my third child to my family. We have enjoyed spending time together this past month and I see how much I want to continue to be home with my children to see them grow and help them with the many adjustments bringing a new child into the family creates and the other life changes for my older children. Also, through the course of the past month, it has become clear that the demands of having 3 children are much more than I can meet if I were working full time. I also have had the luxury of having either family or myself be the instrumental caregivers for my two older children and this would not be an option if I were working full time next year, so not having child care suitable for my infant would greatly impact my family.

My ultimate goal would have been a part-time or shared position, but since those are not available my only option would be to request a leave of absence. It is my goal and hope that I would be able to return the following year and resume teaching. I hope you can understand my need for this request and allow me this opportunity to give my family the love, time and attention needed at this point in our lives.

Thank you for your time and consideration of my request. If you have any questions, please do not hesitate to contact me.

Sincerely,

Vanessa Cern

1st Grade Teacher

Lincoln Crossings Elementary School

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Annual Contract with Schoology

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Assistant Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

2016-2017 LCFF Supplemental

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is with Schoology for an online learning management system (digital learning environment) for Glen Edwards, Twelve Bridges Middle, Lincoln High, and Phoenix High. It is a renewal of an annual contract.

RECOMMENDATION:

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



Learning Management System

ENTERPRISE EDITION

Sales Order for:

Western Placer Unified School District

Western Placer Unified School District Renewal 2016*

600 6TH St

Lincoln, CA 95648-1825

Cassidy Stockwell

Account Manager

cstockwell@schoolology.com

Schoolology, Inc.

115 W. 30th St., 10th Floor

New York, NY 10001

www.schoolology.com

Master Services Agreement

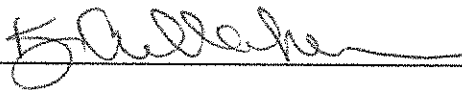
By accepting this Sales Order, you are agreeing to the terms of the Schoology Master Subscription Agreement, which is located here:

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

SUBSCRIBER NAME:

Western Placer Unified School District

By:



Printed Name: Kerry Callahan

Title: Assistant Superintendent

Date: 5/23/16

Enterprise Cost Summary

Exhibit A – Pricing

Contract Start Date: **July 1, 2016**
 Contract End Date: **June 30, 2017**
 Enrollment: **2,390**

Description	Quantity	Rate	Subtotal
Enterprise Subscription - Glen Edwards	870.00	\$6.00 Per Student	\$5,220.00
Enterprise Subscription - Twelve Bridges MS	800.00	\$6.00 Per Student	\$4,800.00
Enterprise Subscription - Phoenix MS	80.00	\$6.00 Per Student	\$480.00
Enterprise Subscription - Lincoln MS	1,700.00	\$6.00 Per Student	\$10,200.00
			\$20,700.00

Grand Total: US \$20,700.00

The initial payment is due 30 days after the invoice date. All renewal subscriptions are invoiced 30 days prior to the start of the new term. Payment for renewal subscriptions must be received within 10 business days after the start of a new term.

This Sales Order is valid until July 22, 2016.

Thank you for your business!

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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


SUBJECT:

Ratification of Contract with Project GLAD

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Assistant Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

Multi-Funded (Title I and III, LCOFF
Supplemental and/or Educator
Effectiveness Funds)

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is with Project GLAD for research-based professional development for elementary teachers in guided language acquisition design (GLAD) model training. Supporting English learners is a priority for our district as outlined in Goal #2 of our LCAP. This training will enhance elementary teachers' skills in providing effective first instruction to English learners. Our Teachers on Special Assignment for English Learner Services will also receive training and will serve as follow-up coaches for teachers to ensure the skills learned during GLAD are effectively implemented throughout the district. Approximately 40 teachers will receive GLAD training and coaching during the 2016-2017 school. Priority for the training will be given to teachers who serve the most English learners.

RECOMMENDATION:

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

Project GLAD Training Service Contract

District: Western Placer

Two-Day Research and Theory Workshop: October 5-6, 2015 (cohort 1/upper) and January 4-5, 2017 (cohort 2/primary)

Classroom Demonstration Lessons:

January 9-12, 2017 (upper grade) (cohort 1)

February 27-March 3, 2017, (primary) (cohort 2)

Two Day Refresher: March 22-23, 2017 (cohort 1), May 3-4 2017 (cohort 2)

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

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

proprietary interest in these materials. The key trainers will provide all other training materials. Upon request districts/schools are also asked to submit assessment data, which includes STAR results and or anecdotal records to the Key Trainers.

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

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

E. Trainers: The trainers will be:

- **Kathryn Wyffels**, email: katewyffels@yahoo.com, address: 6828 Gibson Canyon Road, Vacaville, CA 95688, phone: 707 688 8666
- **Jocelyn Mitchelmore**, email: jmitchelmor@comcast.net, address: 1314 Cromwell Court, El Dorado Hills, CA 95752, phone: 916 230 6980
- **Regina Rosenzweig**, email: regina_r@comcast.net, address: 625 Rutgers Drive, Davis, CA 95616, phone: 530 400 9606
- **Kelli Richardson**, email: kcrich90@earthlink.net address: 4411 Morse Court, Napa, CA 94558 phone: 707 227 7442

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

Cost and Payment:

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

Two Day Research-

Cohort 1- October 5-6, 2016☐- Total Cost for 20 participants- \$11,000

Cohort 2 January 4-5, 2017☐- Total Cost for 20 participants- \$11,000

Cohort 1-One Four-Day Demonstration Lessons

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

Simulation Demo- January 9-12, 2017 upper grades-☐\$20,000

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

Cohort 2- One Four-Day Demonstration Lessons

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

Simulation Demo- February 27-March 2, 2017 primary grades-\$20,000

Two-Day Refresher for Cohort 1 and 2

March 22-23, 2017 all 20 teachers from cohort 1 (up to 40 teachers)- \$6,000☐

May 3-4, 2017 all 20 teachers from cohort 2 demo (up to 40 teachers)- \$6,000 ☐

Estimated Total Contract cost: \$74,000

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

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

Name: Kerry Callahan Title: Assistant Superintendent
School/District: Western Placer Phone: (916) 645-0350
Address: 600 6th St., Suite 400 Urodon, CA 95648
Authorized Signature: [Signature] Date: 5/23/16

GLAD key trainer signature: Kathryn Wyffels Date: April 6th, 2016
GLAD key trainer signature: Jocelyn Mitchelmore Date: April 6th, 2016
GLAD key trainer signature: Kelli Richardson Date: April 6th, 2016
GLAD key trainer signature: Regina Rosenzweig Date: April 6th, 2016

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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


SUBJECT:

Ratification of Contract with
Total Educational Systems Support (TESS)
for Math Teacher Training

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Assistant Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

Multi-Funded (Title I and II, LCFF
Supplemental and/or Educator
Effectiveness Funds)

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is with Total Educational Systems Support (TESS) for Math Teacher training on brain based direct instruction. Math continues to be an area of weakness for our district. By providing math teachers with a research-based direct instruction model for teaching their students we are confident we will see improvement in student achievement over time. All secondary math teachers will be provided training and coaching throughout the 2016-2017 school year. Additionally, the Teacher on Special Assignment for Mathematics and Site Administrators have already been trained and will provide ongoing support to teachers to ensure the direct instruction model is effectively implemented throughout the district.

RECOMMENDATION:

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

TO: Kerry Callahan
Assistant Superintendent

FROM: Gene Tavernetti, Ed. D.
Carin Contreras
TESS Consulting Group

RE: Proposal to Provide Administrator and Teacher Training and Coaching

DATE: May 2, 2016

Cost and Scope of Services¹

Service	Target Group	Date	Cost	Consultant
Teacher and Administrator Initial Training-First Instruction	Administrator and Teacher Cohort- up to 25 participants, 2 days	9/22 and 9/23	\$7,000	TESS Consultants
Middle School/High School Coaching Cycles	Middle/HS Math Teachers and Site Admin up to 28 days	TBD	\$53,200	TESS Consultants
Electronic Consultations	Consultants provide clarification on implementation questions electronically/conference calls		Included	TESS Consultants

Total Cost to Provide Brain Based Direct Instruction Services: \$60,200

The agreement may be terminated by either party notifying the other at least thirty (30) days prior to the date of termination. If the school district terminates the contract and any scheduled contract dates are within ten (10) days of the date of notification, the consultant will bill for expenses incurred.

The consultant is an independent contractor hired to provide the service specified herein. The consultant shall provide labor, materials and equipment to carry out the terms of the agreement. In the performance of the work herein, the consultant has the authority to direct the performance of the details of the work.

¹ All prices quoted include all expenses that may be incurred by TESS in the performance of this contract.

The cost for these services will be \$60,200 expenses included. Please sign the original contracts. Keep one and return one to TESS Consulting Group. Contract entered into by:

TESS Signature Date

Bullahan 5/23/14

Western Placer USD Signature

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratification of Contract with San Joaquin
County Office of Education – SEIS

AGENDA ITEM AREA

Consent

REQUESTED BY:

Susan Watkins 
Special Education Director

ENCLOSURES:

Yes

DEPARTMENT:

Special Education

FINANCIAL INPUT/SOURCE:

Special Education

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached 2016-2017 contract is for the "Special Education Information System (SEIS)". SEIS is the online system that houses special education students' Individual Education Plans, Assessments and History. This is an annual contract renewal.

RECOMMENDATION:

Administration recommends the Board ratify the contract proposal agreement between the San Joaquin County Office of Education and Western Placer Unified School District.

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Center for Educational Development and Research
MEMORANDUM OF AGREEMENT**

May, 2016

**PROGRAMMING AND MAINTENANCE OF SEIS/SIS INTEGRATION
COMPONENTS AND SERVICES**

This memorandum of agreement constitutes an understanding between the San Joaquin County Office of Education (CEDR Department), a county office of education of the state of California, (SJCOE/CEDR) and the Western Placer Unified School District, (Client), a California school district, concerning design, programming and maintenance of integration components between Special Education Information System (SEIS) and the Client's Student Information System (SIS). Note that any deletions, additions or modifications to this memorandum of agreement must be in writing signed by both parties.

1.0 OVERVIEW OF THE PROJECT

The Client has requested the setup/configuration and support of integration components and services to allow bidirectional data transfer between SEIS and the Client's SIS. SJCOE/CEDR will setup and provide integration services developed using ASP.Net 4.0 to integrate SEIS with Client's SIS. Custom procedures, server jobs, and custom reports will be developed in both systems to facilitate full interoperability and data integrity.

2.0 PROJECT DELIVERABLES

2.1. Programming

SJCOE/CEDR will work closely with the Client in the development stages to set, ascertain and meet milestones as the project is completed. SJCOE/CEDR will program the front-end of the system using Microsoft's Windows Communication Foundation, ASP.Net, and .Net Framework 4.0 to develop the services. For the back-end database SJCOE/CEDR will create SQL Server stored procedures, tables, and SQL Server Integrated Services (SSIS) packages to work with the data merge and updates. The front-end and back-end will be constructed to provide data integrity, efficiency, and scalability.

2.2. Sending Data to SEIS

The SJCOE/CEDR will provide any needed SQL Server scripts or installation packages required to send data prepared by the Client, to SEIS (data must be provided in the structure defined by SJCOE/CEDR). The service will need to be installed on a Windows Server at the Client's location. The service will encrypt and send SEIS the demographic data specified by SJCOE/CEDR. The service will be configured to run on a nightly basis.

As the data is sent via the service, SEIS will update student records based on matching birth date and SIS ID (Student Information System Identifier). All transactions will be logged and to streamline errors all records not added will appear in an exception report with a description of error (i.e. not matching SIS ID, more than one matching SIS ID, etc.) Client agrees to send only special education students from SIS to SEIS.

The exception report will be available for district level users on their SEIS home page. Student records on the exception report will have links to quickly search, add, transfer, or delete the student record.

2.3. SEIS Sending Data to SIS

The SJCOE/CEDR will provide a nightly extract to the Client to facilitate updating data in the Client SIS. The Client will be responsible to process these updates in the SIS once this file is received.

2.4. Security

All data will be transmitted via Web Services will be encrypted via SSL (Secure Socket Layer)/HTTPS and digitally signed via a SOAP signature and message. Also each web server and firewall will be configured to restrict access between the SEIS and Client servers only.

Note: Should Web Services be used, the Client will need to have an SSL (Secure Socket Layer) certificate on the Client's hosted server.

2.5. User Acceptance Period

A "User Acceptance Period" will be established for two months following production implementation for the purposes of refinements and additions to the Web Services based on production feedback. Within these two months, feedback will be provided to CEDRs by the client and responded to by CEDRs within the User Acceptance Period.

3.0 SYSTEM MAINTENANCE

The SEIS data, integrated services, and recurring jobs will be served and hosted on SJCOE/CEDR's secure web and database servers. Maintenance tasks to be undertaken by SJCOE/CEDR during the one year agreement period will include, but not be limited to, the following:

- upgrade and redesign of additions and refinements to the Web Services during the User Acceptance Period as described in section 2.5;
- periodic revisions and additions during the course of the agreement period months; and
- on-going debugging and maintenance of the Web Services and interface screens.

4.0 CLIENT RESPONSIBILITIES

The Client will be expected to perform timely reviews of the deliverables as they are developed.

The Client will be responsible for developing required the stored procedure(s)/queries, jobs/processes, and/or SIS packages needed in the SIS database or application for pulling proper data fields and data types required by the integrated service and any jobs related therein. If the Client is pulling data from SEIS, the Client will be responsible for developing the inserts/updates, jobs/processes, SSIS packages, and/or exception rules for handling the data sent from SEIS.

The Client will be responsible for uptime and maintenance of the Client's Windows Server and hosting any applications/service used in the integrated services.

Minimum Hardware Requirements: Pentium 3 Xeon 1.4Ghz, 2GB RAM and 18 GB Hard Drive Space.

Minimum Software Requirements: Windows 2003, Internet Information Services (IIS) 6.0 and .Net Framework 4.0.

5.0 TERMS OF THE AGREEMENT

The Client agrees to pay the SJCOE/CEDR annual maintenance fees of \$1.50 (one dollar and fifty cents), per student based on the current district special education student count as of the December 1 CASEMIS report. The Client's first annual maintenance fee will be \$1,495.50 (one thousand, four hundred ninety-five dollars and fifty cents) based on the student count as of the December 1, 2015 CASEMIS report of 997 students. SJCOE/CEDR will invoice the district for this first annual maintenance fee upon completion of the User Acceptance Period defined in section 2.5.

Note: Subsequent annual fees will be assessed and billed to the district every 12 months during the Term of this agreement following the System Launch Date calculated using the most current December 1 CASEMIS report at time of invoice.

Note: Anything above the standard Integration Services will have a minimum fee of \$1,000 (one thousand dollars).

6.0 TERM AND TERMINATION

This Agreement shall be in effect between the SJCOE/CEDR and the Client beginning with the Effective Date and terminating 36 months from the implementation of production ready software (System Launch Date).

Assuming timely provision of required information and required reviews and approvals as deliverables are developed, all work required to provide tested, production ready software shall be completed no later than 60 days after the signing of this Agreement. The User Acceptance Period will begin upon delivery and implementation of production ready software.

Either SJCOE/CEDR or Customer may terminate this Agreement upon at least thirty (30) days prior written notice to the other party, with such termination to be effective at the end of the current period for which Customer has paid annual fees when the notice of termination is provided. Within thirty (30) days of the effective date of termination of this Agreement, SJCOE/CEDR shall return Customer Data to Customer in an ASCII delimited file format or such other mutually agreeable format.

The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

7.0 WARRENTY DISCLAIMER

SJCOE/CEDR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. SJCOE/CEDR ASSUMES NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SERVICES OR DATA MADE AVAILABLE BY SJCOE/CEDR. CLIENT AGREES THAT SJCOE/CEDR SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.

8.0 APPLICABLE LAWS

This Agreement is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and all applicable federal laws, all of which are made part of this Agreement and incorporated herein as if fully set forth. It is also subject to any amendments in such laws during the term of this Agreement. Should it be determined by a Court of competent jurisdiction that this contract or any portion of it is illegal or invalid, the contract shall be deemed terminated and both parties relieved of their obligations hereunder except the obligation of Client to pay for work already completed.

9.0 INDEPENDENT CONTRACTOR STATUS

This Agreement is between two independent contracts and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or

association.

10.0 INDEMNIFICATION

SJCOE/CEDR agrees to indemnify, defend and hold harmless the Client for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence of SJCOE/CEDR.

The Client agrees to indemnify, defend and hold harmless SJCOE/CEDR for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence or the Client.

_____ Johnny Arguelles, Director Center for Educational Development and Research San Joaquin County Office of Education	_____ Date
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Asst. Deputy Superintendent _____ Western Placer Unified School District	Deputy Superintendent _____ Date
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WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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


SUBJECT:

Ratification of Contract with TNT
Fireworks and Western Placer Unified
School District-Twelve Bridges Middle School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Twelve Bridges Middle School
Music Program Fundraising

MEETING DATE:

June 7th, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with TNT Fireworks and Twelve Bridges Middle School for the 2016-17 school year. The services provide WPUSD with a fireworks stand at the Lincoln Village at the Twelve Bridges Shopping area. The estimated cost of these services is \$1,623.75 and will be paid with the TBMS Music Program Fundraising.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between TNT Fireworks and Twelve Bridges Middle School.

CONTRACT AGREEMENT TNT FIREWORKS®

Southern California: 555 N. Gilbert St., Fullerton, CA 92833 1-800/585-9487
 Northern California: 8151 Power Ridge Rd., Sacramento, CA 95826 1-800/905-8594
 Central California: 2945 S. Elm Ave., Fresno, CA 93706 1-800/246-9630
 Las Vegas, Nevada: 720 W. Cheyenne Ave., Ste. 50, No. Las Vegas, NV 89030 1-702/453-7750



Date: 5/2/16 Program: TNT Fireworks Fire Waiver: 3 % Liability: 3 % Discount: 50 %

Account Name: Western Placer Unified School Dist Music Account No: 1664255 Location No: _____

Chair: NATHAN BROWN Location Name: LINCOLN VILLAGE @ TWELVE

Address: 770 Westview Drive * Address: 805-855 Twelve Bridges

City, State, Zip: Lincoln, CA 95648 Intersection: _____

E-Mail: nbrown@wpusd.k12.ca.us City, State, Zip: _____

Telephone: (C) _____ (W) _____ (H) _____

Co-Chair: _____ Sales Period: July 2016

Address: _____ Sales Assoc.: A Crawford Assoc. No.: 531

City, State, Zip: _____ E-Mail: _____

Telephone: (C) _____ (W) _____ (H) _____

The Account agrees to participate in the TNT credit card program using 1 ^(PAC/terminal) terminal(s) with an estimated rental of \$ 180 per terminal and an estimated processing fee 3 % of all credit card sales. Credit Card Agreement to follow. [initials] (initial)

ESTIMATED EXPENSES:

ITEM DESCRIPTION	AMOUNT EACH	BILL TO ACCOUNT
State Fire Marshal License	50.00	50.00
24' Stand Service	350.00	350.00
Sales Tax on Stand Service	29.75	29.75
Location Rental	1,000.00	1,000.00
Delivery Charge		75.00
Advertising Fee	40.00	40.00
Fire Extinguisher Service	39.00	39.00
Sales Aid Kit	40.00	40.00

* American Promotional Events, Inc. will attempt to provide Account with the stand location listed above. American Promotional Events, Inc. will also attempt to maintain the same cost for location rental as listed above. However, agreements with property owners may cause the stand location and/or the location rental cost for Account to change. Account understands that the stand location and/or location rental cost is subject to change. [initials] (initial)

AMERICAN PROMOTIONAL EVENTS, INC. (HEREAFTER, "AMERICAN"), AGREES TO PROVIDE ACCOUNT WITH THE FOLLOWING SERVICES:

- Maintain adequate warehouse of highest quality fireworks that existing facilities and conditions permit, maintain supply point to provide orders and reorders, and have available sales aids and signs.
- Assist if necessary in securing licenses, permits, etc., provide liability insurance as a percentage of invoice. No insurance refunded on return of merchandise.
- Provide a waiver of the cost of any merchandise in Account's possession lost due to fire. The cost of the fire waiver will be charged as a percentage of invoice. Fire waiver cost is not refundable on returns.
- Allow Account to return on or before July 9th, all unsold/unmarked merchandise in full unit quantities. Assortments are returnable individually for full credit.

BY SIGNING THIS CONTRACT ACCOUNT AGREES TO THE FOLLOWING:

- Account will purchase their entire supply of (UNO336) Consumer Fireworks from AMERICAN for the selling season as specified. Account understands that retailing products from other suppliers will void the insurance coverage provided.
- Account will protect the merchandise from damage (such as water damage) and theft for the time that it is in its possession. This is for Account's protection as it is responsible for merchandise from the time it is delivered until it is returned to AMERICAN and signed for.
- Account shall abide by all state and local ordinances, laws and regulations governing the sale of fireworks and the operation of its stand.
- Account will inventory and pack carefully all goods that are allowed to be returned for credit, and return them to AMERICAN no later than July 9th. A Late Return Fee of \$50.00 will be charged for any merchandise returned after July 9th.
- Account is responsible for obtaining a Sales Tax Permit where required, collecting and paying the required taxes. Account will also provide AMERICAN with the tax registration number prior to shipment of merchandise. [initials] (initial)
- Account shall be solely responsible for the maintenance and appearance of the selling site throughout the selling period and shall remove all litter and possessions prior to the end of the selling season. Failure to comply with this provision could result in Account being charged a removal fee of \$200.00 and possibly the loss of any bond from the local authority. [initials] (initial)
- Account shall be responsible for performing under any performance bond posted by AMERICAN for Account as required by local authority.
- Account shall pay the full invoice amount covering the initial order to AMERICAN no later than July 5th. A LATE PAYMENT FEE OF 2% OF THE OUTSTANDING BALANCE WILL BE CHARGED IF ACCOUNT HAS NOT PAID THE INITIAL INVOICE BY JULY 5th. The balance owing to AMERICAN is due within 10 days of date of statement. If a balance due from Account is placed in the hands of an attorney for collection, reasonable attorney fees and court costs will be added to the balance due. [initials] (initial)
- This contract is contingent upon Account having all past due balances in good standing by August 15th of the year preceding the sales period.
- Account shall pay AMERICAN all city/county filing fees and full location rental fee if Account fails to perform under this contract, in addition to any other expenses AMERICAN may recover.
- This contract is the entire agreement between AMERICAN and Account and supersedes any verbal agreements. Any modification of this contract must be in writing and signed by AMERICAN and Account. [initials] (initial)

THIS CONTRACT VALID WHEN SIGNED BY A REPRESENTATIVE OF AMERICAN AND APPROVED BY THE HOME OFFICE.

Aaron Crawford AMERICAN Sales Associate Date _____
Cathy Malone AMERICAN Home Office Rep. Date _____
[Signature] Authorized Agent for Account Date _____
Western Placer Unified SD Authorized Agent for Account - Please Print Name

By signing this contract I acknowledge that I am authorized by the Account to sign this Agreement for the fireworks season listed above.

Original - Office Yellow - Customer Pink - Sales Associate Green - House File

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

SUBJECT:

ACTFL Annual Convention
And World Language Expo

AGENDA ITEM AREA

Consent

REQUESTED BY:

Susan Watkins *BR*
Special Education Director

ENCLOSURES:

Yes

DEPARTMENT:

Special Education

FINANCIAL INPUT/SOURCE:

Medi-Cal

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

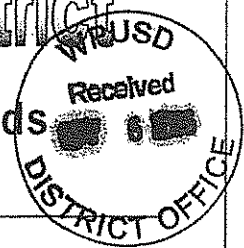
Approval for Jennifer Villanueva to attend the Annual Convention and World Languages Expo on November 17, 2016, in Boston, MA. The conference is a 4 day workshop which Jennifer plans on sharing with the language department at LHS. There will be new ideas and information to reach and motivate over 1200 foreign language students on the campus of LHS. The department will have access to language publications with current information on proven classroom techniques and practices. Airfare, hotel, and conference is included in the Medi-cal proposal.

RECOMMENDATION:

Administration recommends the Board approve travel to Boston for Jennifer Villanueva to attend the ACTFL Annual Convention and World Languages Expo.

Western Placer Unified School District

Request for Expenditure of Medi-Cal Funds



Date: May 6, 2016 Requestor: Jennifer Villanueva

Requester's Email Address: jvillanueva@hotmail.com

Site: Lincoln High School Program: World Language Dept.

Check one ☒ Please consider at Medi-Cal Collaborative meeting (most proposals fall under this category)
☐ Please consider for pre-approval (special rules apply)

1. Proposal (brief synopsis): Professional development - teacher workshops at the ACTFL Convention and World Language Expo. American Council on the Teaching of Foreign Languages
2. Total Amount of Funds Requested (must include shipping and tax): \$2,134.00 plus meals + hotel + airport transportation
3. Number of Students Affected: 1260+ (Use whole number)
4. Please List Other Sources of Funding Attempted: school site - unavailable

5. Description of Proposal (proposal rationale and details regarding student benefits):

Attend the World Language Conference + Expo. Four days of sessions, trainings, and workshops that I will share with my department. We will use the new ideas and information to reach and motivate over 1200 foreign language students on campus at LHS. Membership to ACTFL will give our department access to language publications with current information on proven classroom techniques and practices. Membership also gives a discount for the conference. Air + Lodging itinerary attached

6. Requirements (incomplete proposals will be returned):

If conference – complete and attach conference registration form and itinerary
If purchase – complete and attach Purchase Order Request Form along with attachments
If Technology – need Director of Technology's signature

Requester's Signature: Jennifer Villanueva Date: 5/6/16

Site Administrator's Signature: Jay Burns Date: 5/6/16

Director of Technology's Signature: _____ Date: _____

MCC Meeting Date: _____ Office Use Only
☐ Approved \$ _____ ☐ Denied
-or-

Susan Watkins per Medi-Cal Collaborative pre-approval Date _____

Medi-Cal Funds Conference proposal for Jennifer Villanueva (LHS):

Conference registration: \$395

ACTFL membership: \$79 for one year, \$210 for three years

Lodging: \$1030

Airfare: \$420

Total: \$1924-\$2134 plus per diem

I have attached two price quotes from Expedia for airfare. If I take the second option (a red-eye), then the lodging cost would be reduced to 3 nights totaling \$772.

Also, I am not sure what the rate is, but a per diem for meals is kindly requested if available. I need to also check on transportation to/from the airport to the hotel.

2016 Attendee Registration Form

2016 ACTFL ANNUAL CONVENTION AND WORLD LANGUAGES EXPO | Boston Convention and Exposition Center | Boston, MA

November 18-20, 2016 | Pre-Convention Workshops, November 17, 2016

REGISTER Online: www.actfl.org | By Phone: (508) 743-8561 | By Fax: (508) 743-9626

By Mail: ACTFL c/o Convention Data Services, 107 Waterhouse Rd., Bourne, MA 02532

Questions: Call (508) 743-8561 or E-mail ACTFL@xpressreg.net

*Do not send membership fees with registration. Membership fees should be sent to ACTFL Lockbox, P.O. Box 34949, Alexandria, VA 22334-0949

ATTENDEE INFORMATION

This information will be encoded and printed on your badge (Print in ink or type)

☒ Check this box if you are a **member of ACTFL**

☐ Check this box if you are a **member of one of these Convention Partner Organizations** (check ONE (1) box only):

- ☐ American Association of Teachers of German
- ☐ American Association of Teachers of Italian
- ☐ American Association of Teachers of Japanese
- ☐ Chinese Language Association of Secondary-Elementary Schools
- ☐ Chinese Language Teachers Association
- ☐ Massachusetts Foreign Language Association

Given Name (First) Jennifer MI Villanueva Surname/Family Name (Last)

Badge Name (if different from First Name)

Institution/Company Lincoln High School

Address 790 J St.

City Lincoln State CA Zip 95648

Province _____ Country _____ Postal Code _____

Phone 916 6275192 Fax _____

E-mail jvillanueva@wpusd.k12.ca.us

Twitter Handle _____

EMERGENCY CONTACT INFORMATION

Name Guillermo

Phone Number with Area Code/Country and City Code 916 6275187

As a way to help keep registration rates low, ACTFL makes your contact information available to our exhibitors so they can communicate with you pre- and post-Convention.

☐ Check here if you do not wish to have your contact information shared.

American with Disabilities Act Compliance

☐ Check here for special assistance and attach an explanation of need (must be submitted by Wednesday, October 12, 2016). Refer to the Registration Information & Policies document.

By registering for this convention, individuals are giving ACTFL permission to communicate by e-mail and use any photographs taken. Refer to the Registration Information & Policies document.

DEMOGRAPHIC INFORMATION (check all that apply)

☒ This is my first ACTFL Convention

Where are you in your career?

- ☐ Early career (1-5 yrs) ☒ Mid-career (6-20 yrs)
- ☐ Late career (20+ yrs) ☐ Full-time university student
- ☐ Retired

Assignment: ☒ Teacher ☐ Administrator
☐ Methods Instructor ☐ Student
☐ Other _____

Level: ☐ Elementary ☐ Middle/Jr. High
☒ High School ☐ Community College
☐ Undergrad ☐ Grad
☐ Government/Adult Ed

Languages: ☐ Arabic ☐ Chinese ☐ ESL
☐ French ☐ German ☐ Italian
☐ Japanese ☐ Korean ☐ Latin
☐ Portuguese ☐ Russian ☒ Spanish
☐ Other _____

Do you prefer to use a printed Program Guide or our Mobile App at Convention?

☒ Program Guide Only ☐ Mobile App Only ☐ Both

How did you hear about the Convention?

- ☒ ACTFL Website
- ☐ ACTFL Web Ads
- ☐ Printed Promotional Brochure/Postcard
- ☐ ACTFL Connections/Email Blasts/Smartbrief
- ☐ From a colleague/mentor
- ☐ I regularly attend
- ☐ Other organization website/publication
- ☐ Other _____

☐ I am presenting at ACTFL

REGISTRATION FEES

	Early Bird (by 07/13/16)	Advance (by 10/26/16)	Late/Onsite (After 10/26/16)
FULL CONVENTION REGISTRATION			
Member	<input type="checkbox"/> \$220	<input checked="" type="checkbox"/> \$235	<input type="checkbox"/> \$330
Non-Member	<input type="checkbox"/> \$330	<input type="checkbox"/> \$345	<input type="checkbox"/> \$440
DAILY REGISTRATION			
Member - One Day	<input type="checkbox"/> \$190	<input type="checkbox"/> \$205	<input type="checkbox"/> \$300
Non-Member - One Day	<input type="checkbox"/> \$285	<input type="checkbox"/> \$300	<input type="checkbox"/> \$395
Check day(s) that apply:	<input type="checkbox"/> Friday	<input type="checkbox"/> Saturday	<input type="checkbox"/> Sunday

Group Discount: A 10% group discount on the full convention registration is only applicable when **10 or more individuals** are registered from the same institution accompanied by payment on one check, credit card or purchase order. Each individual registrant must complete a registration form and all forms must be submitted at the same time as a group with full payment by October 26, 2016. This discount cannot be applied to onsite registration, pre-convention workshops, or other ticketed events. One Day Registrations are not eligible for the group discount.

*Do not send membership fees with registration. Membership fees should be sent to ACTFL Lockbox, P.O. Box 34949, Alexandria, VA 22334-0949

Continued on reverse

FULL DAY WORKSHOPS

Thursday, November 17, 2016 9:00 a.m. - 4:30 p.m.		By 10/26/16	After 10/26/16
W01	Developing Language Performance in the Classroom: Novice to Intermediate	<input type="checkbox"/> \$160	<input type="checkbox"/> \$185
W02	Developing Language Performance in the Classroom: Intermediate to Advanced	<input type="checkbox"/> \$160	<input type="checkbox"/> \$185
W03	Enacting the Work of Teaching: Introducing Core Practices in Language Teaching	<input type="checkbox"/> \$160	<input type="checkbox"/> \$185
W04	World-Readiness Standards: An Introduction to Standards-based Unit Planning for Today's Language Learners	<input type="checkbox"/> \$160	<input type="checkbox"/> \$185
W05	Using Integrated Performance Assessment (IPA) to Improve Learning and Instruction	<input type="checkbox"/> \$160	<input type="checkbox"/> \$185
W06	Advanced Placement (AP) French Language and Culture	<input type="checkbox"/> \$160	<input type="checkbox"/> \$185
W07	Advanced Placement (AP) German Language and Culture	<input type="checkbox"/> \$160	<input type="checkbox"/> \$185
W08	Advanced Placement (AP) Italian Language and Culture	<input type="checkbox"/> \$160	<input type="checkbox"/> \$185
W09	Advanced Placement (AP) Latin	<input type="checkbox"/> \$160	<input type="checkbox"/> \$185
W10	Advanced Placement (AP) Spanish Language and Culture	<input checked="" type="checkbox"/> \$160	<input type="checkbox"/> \$185

SPECIAL EVENTS (* tickets will not be sold onsite)		By 11/13/16
SE1	MaFLA Business and Awards Luncheon * Friday, Nov. 18, 12:00 p.m. - 1:15 p.m.	<input type="checkbox"/> \$50
SE2	NNELL Networking Breakfast * Saturday, Nov. 19, 7:30 a.m. - 9:30 a.m.	<input type="checkbox"/> \$16
SE3	AATJ Awards Luncheon * Saturday, Nov. 19, 12:30 p.m. - 1:45 p.m.	<input type="checkbox"/> \$40
SE4	Embassy of France Luncheon * Saturday, Nov. 19, 12:30 p.m. - 1:45 p.m.	<input type="checkbox"/> \$48
SE5	Embassy of Spain Luncheon * Saturday, Nov. 19, 12:30 p.m. - 1:45 p.m.	<input type="checkbox"/> \$48

HALF DAY WORKSHOPS

Thursday, November 17, 2016 9:00 a.m. - 12:00 p.m.		By 10/26/16	After 10/26/16
W11	Integrating Google Apps and other Tools into Everyday Learning	<input type="checkbox"/> \$95	<input type="checkbox"/> \$120
W12	Words and Actions: Teaching Languages through the Lens of Social Justice	<input type="checkbox"/> \$95	<input type="checkbox"/> \$120
W13	Lead with Languages: Integrating Leadership into your Teaching	<input type="checkbox"/> \$95	<input type="checkbox"/> \$120
W14	Teaching Grammar Communicatively	<input type="checkbox"/> \$95	<input type="checkbox"/> \$120
W15	Immerse Yourself in Chinese: Engaging Strategies to Advance Mandarin Chinese	<input type="checkbox"/> \$95	<input type="checkbox"/> \$120
W16	Immerse Yourself in Spanish: Latin American Intercultural Competence in the Global	<input type="checkbox"/> \$95	<input type="checkbox"/> \$120

Thursday, November 17, 2016 1:00 p.m. - 4:00 p.m.		By 10/26/16	After 10/26/16
W17	Connecting the Dots: Formative Assessment, Feedback and Standards-Based Grading	<input type="checkbox"/> \$95	<input type="checkbox"/> \$120
W18	How 21st Century Skills & Can-Do Statements Impact Learning: Tapping Technology	<input type="checkbox"/> \$95	<input type="checkbox"/> \$120
W19	The Keys to Instructional Strategies: Creating an Environment for Instruction, and Selecting, Implementing, and Evaluating Instructional Strategies	<input type="checkbox"/> \$95	<input type="checkbox"/> \$120
W20	Project-based Learning with Heritage Language Learners: Why, What, and How	<input type="checkbox"/> \$95	<input type="checkbox"/> \$120
W21	Immerse Yourself in French: The Interpretive Mode and Beyond - Making Effective Use of Authentic Resources	<input type="checkbox"/> \$95	<input type="checkbox"/> \$120
W22	Immerse Yourself in Latin: From Aesop to Alseop -- Storytelling Strategies through Fabulous Fables	<input type="checkbox"/> \$95	<input type="checkbox"/> \$120

CHILDREN

Due to the size and nature of the 2016 ACTFL Annual Convention and World Languages Expo, children under age 16 will not be permitted in the Exhibit Hall or in any of the educational sessions or workshops. Your hotel concierge may be able to recommend activities for children while you are attending the Convention. We appreciate your understanding and cooperation. Children 16 years and over will need to register as an attendee.

BADGE REPLACEMENT

If an attendee misplaces or loses a badge once it is printed onsite, the registered individual must pay a fee of \$190 for a replacement badge.

CANCELLATION/REFUND POLICY

All requests for refunds must be made in writing to Convention Data Services, no later than Wed., October 26, 2016. No refunds for registration or ticketed events will be issued after this date.

- ☐ Refund requests will be subject to a \$75 processing fee and will be made in the same manner payment was made.
- ☐ Check refunds will be processed after the convention, please allow 8 weeks for processing.
- ☐ Substitution requests must be in writing from the original registrant. Such requests are subject to a \$75 processing fee.

REGISTRATION CONFIRMATION

Confirmations will be sent via email from the convention registrar, Convention Data Services, within 3 business days of receipt of the registration. Please keep a copy of this form for your records.

REGISTER Online: www.actfl.org | By Fax: (508) 743-9626

By Mail: ACTFL c/o Convention Data Services, 107 Waterhouse Rd., Bourne, MA 02532

By Phone: Call (508) 743-8561 to register over the phone.

PAYMENT INFORMATION

All payments should be made to ACTFL in U.S. Dollars drawn on a U.S. Bank. All registrations must be accompanied by payment. Faxed forms must include credit card information.

Total Registration \$ 235

Total Workshops/Meals \$ 160

Total Amount \$ 395.

☐ Check #:
Payable to ACTFL

☐ Purchase Order #:

POs will only be accepted from an institution and must accompany the registration form. POs must be paid in full before the convention. See registration policies for instructions. Please provide email address below of your finance/accounting contact.

☐ Visa ☐ MasterCard ☐ American Express

WPUSD

Billing Address: Institution/Company

Address

City | State | Zip | Country

Credit Card #

Exp. Date

Name of Cardholder | Signature

ACTFL reserves the right to charge the correct amount if different from the amount above. Form may be photocopied.



MEMBERSHIP APPLICATION

For new or reinstating members only, not to be used for renewals

Join online at www.actfl.org.

Alternatively, you can fill out this application. Please print or type clearly, and complete all applicable fields to expedite processing. Submit completed application to ACTFL, P.O. Box 34949, Alexandria, VA 22334-0949 with payment, or fax credit card payments to (703) 894-2905.

Given (First) Name Jennifer
Surname / Family Name Villanueva
Home Address 574 Tara Bella Dr.
Lincoln, CA 95648
City | State | ZIP/Postal Code | Country
Phone | Fax 916 627 5192
Home E-mail jenvilla@hotmail.com

Institution / Company Name Lincoln High School
790 J Street
Institution / Company Address
Lincoln, CA 95648
City | State | ZIP/Postal Code | Country
916 645 6360
Phone | Fax
Institution / Company E-mail jvillanueva@wpusd.k12.ca.us
Twitter Username

Preferred Mailing Address check one: ☐ Home ☒ Work

Preferred Billing Address check one: ☐ Home ☒ Work

Referred by a Member? Help us give them credit!

Referring Member's Name

Referring Member's ID Number

How would you like to receive publications from ACTFL?

- ☒ TLE and FLA by mail ☐ TLE electronically and FLA by mail
☐ TLE and FLA electronically ☐ TLE by mail and FLA electronically

Students receive both publications electronically ONLY.

Special Interest Groups

Would you like to join an ACTFL Special Interest Group (SIG)? Enjoy one FREE SIG membership. Additional SIG memberships are optional and carry a fee of \$5.00 per year per group. SIG membership must be paid for the same period as ACTFL membership. On the other side is a brief description of each SIG.

Indicate your FREE SIG choice by filling the box in solid "■". Use a checkmark to indicate additional SIG groups you wish to join "☑".

- | | | |
|--|--|---|
| <input type="checkbox"/> African-American Students | <input type="checkbox"/> Korean Language Learning for Children | <input type="checkbox"/> Small German Programs |
| <input type="checkbox"/> Arabic | <input type="checkbox"/> Less Commonly Taught Languages | <input type="checkbox"/> Spanish for Heritage Learners |
| <input type="checkbox"/> Community College | <input type="checkbox"/> Modern Greek | <input type="checkbox"/> Teacher Development |
| <input type="checkbox"/> Distance Learning | <input type="checkbox"/> Portuguese | <input type="checkbox"/> Teaching and Learning of Culture |
| <input type="checkbox"/> Film (Cinema) | <input type="checkbox"/> Research | |
| <input type="checkbox"/> Heritage Languages | | |
| <input type="checkbox"/> Immersion | | |

Demographic Information

What language(s) do you teach?

Spanish

What language(s) do you have professional/native proficiency in?

Spanish, English

What is your current assignment(s)? check all that apply

- ☒ Teacher ☐ Methods Instructor
☐ Student ☐ Administrator

What level(s) do you teach or administer? check all that apply

- ☐ Elementary ☐ Middle/Junior High School ☒ High School
☐ Community College ☐ Undergraduate ☐ Graduate
☐ Government/Business/Non-Degree Institution

Fees

Basic Fee select one

All fees are for one year unless designated for multiple years.

- ☒ Regular \$ 79.00
☐ Two years \$ 148.00 for two years
☐ Three years \$ 210.00 for three years
☐ Adjunct/Part-time Educators \$ 54.00
☐ New Teacher (two-year max) \$ 54.00
☐ Student \$ 29.00

Expected Graduation or Program Completion Date: _____

Basic Fee Total = \$ _____

Additional Fees optional, select all that apply

- ☐ 1 FREE SIG indicate which SIG by filling in solid the checkbox to the left "■"
☐ Additional SIG(s) indicate which SIG(s) using a checkmark in the checkboxes to the left "☑"

_____ # of SIG(s) x \$5 x _____ years = \$ _____

☐ Joint see reverse side for eligibility and restrictions

\$29 x _____ years = \$ _____

Partner Name: _____

☐ International for shipment to an address outside the United States

\$40 x _____ years = \$ _____

Additional Fee Total = \$ _____

Donation optional

☐ Discover Languages . . . Discover the World! – Sustained public awareness campaign promotes the value of language learning. see reverse for more information

Optional Donation Total = \$ _____

TOTAL DUE Basic + Additional + Donation = \$ 79.00

ACTFL regularly communicates with its members by e-mail and/or fax. By supplying your e-mail address or fax number you are consenting to receiving communications. At any time you may unsubscribe from subsequent messages by following the directions in a received communication. Fax numbers provided should be able to automatically receive 24 hours a day, 7 days a week.

☐ ACTFL occasionally makes its membership list available to companies offering products and services of interest to our members. Members' phone numbers, fax numbers, and e-mail addresses are for ACTFL's use only. If you would NOT like your name and preferred mailing address to be included in these mailings, please check this box.

Payment Information Please print or type clearly and complete all information to expedite processing

☐ Check made payable to ACTFL drawn on a U.S. bank

☐ Purchase Order must be enclosed with application

☐ Credit Card: ☐ Visa ☐ MasterCard ☐ American Express

Number _____ Expiration Date _____

Name on Card | Signature must be included with all credit card charges

The American Council on the Teaching of Foreign Languages connects more than 12,000 of your top colleagues to the news, information, and tools they need to succeed. Make a smart investment in your career. Join ACTFL Today!

Members enjoy discount prices on ACTFL events and products, access to online resources, FREE subscriptions to our magazine and journal—and so much more! For more information, visit www.actfl.org or call ACTFL Membership at (703) 894-2900.

Basic Dues

Unless stipulated below, all members receive full membership benefits and the prices listed cover one membership year. ACTFL memberships are NOT transferable and nonrefundable.

Regular Membership

Individuals currently employed in foreign language education.

Price: \$79 (one year), \$148 (two years), \$210 (three years)*

Adjunct/Part-Time Educators

Individuals spending less than 50% of their total employment or less than 20 hours a week instructing or administering languages.

Price: \$54

New Teacher Membership

Individuals currently employed within the first two years of their first teaching contract, for a maximum of two years.

Price: \$54

Student Membership

Individuals currently enrolled in a language and/or teacher training degree program or state recognized teacher certification program. Eligible for length of studies, must provide expected completion date.

Price: \$29 | Students receive online access to TLE and FLA only.

Multi-Year Membership and Fees

Only regular members may join for multiple years at a discount. All other categories may join for multiple years by multiplying the dues amount by the number of years wishing to join.

Additional Fees

International Fee

Required for all non-U.S. mailing addresses. Fee is per year for each year of membership.

Price: \$40/year

Joint Membership Fee

Provides membership benefits for a second family member or domestic partner residing at the same home address as another ACTFL member. Joint members receive one set of publications, but duplicates of all other member benefits.

Price: \$29/year

Donation optional

Discover Languages . . . Discover the World!® is ACTFL's sustained public awareness campaign to build understanding among the public, the business community, and the government of the importance of learning languages. Efforts such as this will lead to increased funding for language programs, expanded language programs, increased cultural understanding, and increased job opportunities for language educators.



Special Interest Groups

Optional – additional fee required

ACTFL members are eligible for one FREE Special Interest Group (SIG) membership. Additional SIG memberships are \$5/year per SIG. Multi-year members should multiply each SIG fee accordingly. (For example: add \$10 per SIG if you are registering for a two-year ACTFL membership plan.)

Price: \$5/year per SIG

Special Interest Groups

African-American Students – provides a public forum for the discussion of issues relating to African-American students and their needs as language learners.

Arabic – serves as a network for communication and information sharing among Arabic language and culture instructors.

Community Colleges – provides leadership and cohesiveness to the teaching of foreign languages at the community college level.

Distance Learning – provides a forum for the discussion of strategies, program models, and the many challenges facing distance learning educators.

Film (Cinema) – seeks to respond to the increasing interest in and use of films in language instruction, acquisition, and assessment.

Heritage Languages – represents the concerns of the heritage languages teaching community and provides them a network for communication.

Immersion – expands opportunities for dialogue, information exchange, professional development, and research initiatives among dual language/immersion educators.

Korean – provides a forum for discussion about teaching Korean and provides teachers an active networking system.

Language Learning for Children (LLC) – promotes and supports early language programs in the U.S. through advocacy, networking, and articulation.

Less Commonly Taught Languages (LCTLs) – promotes knowledge and awareness about LCTLs and provides a forum for teachers to discuss learning needs, best practices, and policy developments.

Modern Greek – provides a forum for the Modern Greek language and culture teaching community.

Portuguese – promotes and supports Portuguese programs in the U.S. through advocacy, networking, and articulation.

Research – highlights the importance of the research process among the ACTFL membership, while also providing a forum at the ACTFL Convention for the discussion and presentation of research pieces.

Small German Programs – promotes discussion of the issues and opportunities surrounding small German programs at colleges and universities.

Spanish for Heritage Learners (SHL) – concerned with the teaching and learning of Spanish for individuals who have a home background in the language.

Teacher Development – provides a forum for the discussion of foreign language teacher preparation, both at the preservice and in-service levels.

Teaching and Learning of Culture – encourages a better understanding of the teaching of culture and its place in the foreign language curriculum.

American Council on the Teaching of Foreign Languages (ACTFL)

Payment Remittance Address: P.O. Box 34949, Alexandria, VA 22334-0949

Phone: (703) 894-2900 • Fax: (703) 894-2905 • E-mail: membership@actfl.org • Web: www.actfl.org

Four Ways to Book

ONLINE
<https://compass.onpeak.com/e/42TFL16/>

EMAIL
actfl@onpeak.com

PHONE
(844) 685 4373 US Toll-free
(312) 527 7300 International

FAX
(312) 329 9513

Official Hotels

Rates From:

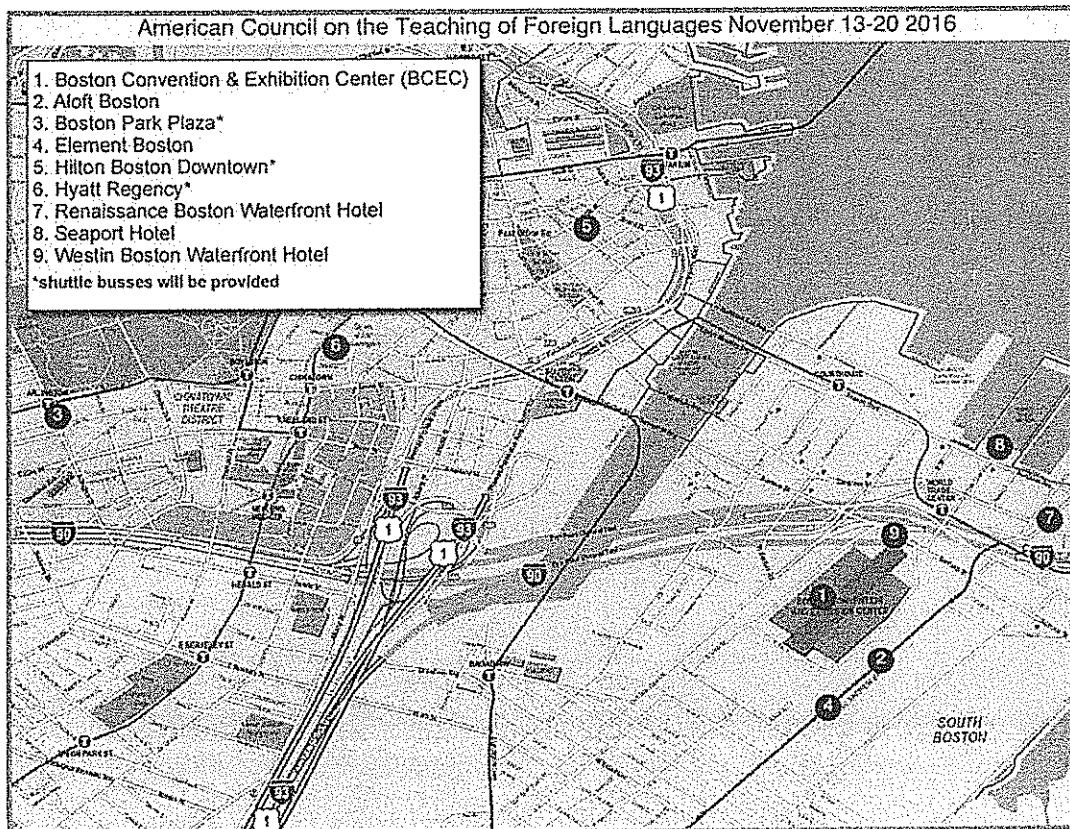
Westin Boston Waterfront (HQ hotel) <i>Sold out</i>	425 Summer St.	\$236 single/double
Aloft Boston Seaport	401-403 D St.	\$210 single/double
Boston Park Plaza Hotel *	50 Park Plaza	\$209 single/double
Element Boston Seaport ②	395 D St.	\$220 single/double
Hilton Boston Downtown/Faneuil Hall *	89 Broad St.	\$209 single/double
Hyatt Regency Boston *	1 Ave de Lafayette	\$209 single/\$234 double
Renaissance Boston Waterfront ①	606 Congress St.	\$225 single/\$245 double
Seaport Hotel	200 Seaport Blvd.	\$234 single/double

* Note: Shuttle service will be provided to and from these three hotels to the convention center Friday through Sunday in the morning and evening.



HOTEL LIST & MAP

View online at <https://compass.onpeak.com/e/42TFL16/>





2016 ACTFL Annual Convention & World Languages Expo
November 18 – 20, 2016
Boston Convention & Exhibition Center
Boston, MA



Four Ways to Book

ONLINE

<https://compass.onpeak.com/e/42TFL16/>

EMAIL

actfl@onpeak.com

PHONE

(844) 685 4373 US Toll-free
(312) 527 7300 International

FAX

(312) 329 9513

1 Contact Information

You can expect to receive a confirmation within 72 hours of receipt. If you do not, please contact us.

Name: Jennifer Villanueva

Company: _____

Address: _____

City: _____

ZIP/Postal Code: _____ Country: _____

Phone: _____

Fax: _____

Email: _____

2 Category

☒ Attendee ☐ Exhibitor ☐ Other

3 Hotels

Enter your hotel choices in order of preferences

1. Renaissance Boston Rewards Number _____
2. Element Boston Rewards Number _____
3. _____ Rewards Number _____

Important Note: Reservations will be processed on a first-come, first-served basis. If requested hotels are unavailable, please process this reservation according to:

- ☐ I am in need of an ADA-accessible room; I may need special assistance from my hotel in the event of an emergency.
☐ I am interested in discounted fares or car rental rates.

4 Booking Details

Name: Jennifer Villanueva Company: WPUSD ☒ Non-Smoking ☐ Smoking

☒ This is an Individual Booking (1 Room)

Arrival Date 11/16/16 MM/DD/YY Departure Date: 11/20/16 MM/DD/YY Name of person(s) sharing the room: 1

Room Type (circle one) Single ☐ Double (2 Beds) ☐ Triple ☐ Quad

☐ This is a Group Booking (2+ Room)

Use this grid to indicate your room type(s) and number of rooms you are requesting per night. For more space, attach an additional page — or log on to the website listed above where you can easily make your group booking through our online system. Names must be added to rooms by September 2, 2016.

Room Type	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY

5 Payment Information & Cancellation Policy

Payment Guarantee: No charges are incurred at the time of booking, however, a payment guarantee is required to hold your reservation. In the event a hotel requires an advance deposit, your signature authorizes the confirmed hotel to charge your credit card for the deposit amount. Please refer to your confirmation for full details, which may vary per hotel.

Cancellation Policy: Reservations must be cancelled at least 72 hours prior to arrival to avoid loss of 1 night's room & tax deposit.

Payment Method: Due to the Payment Card Industry Data Security Standards (PCI), we can no longer accept a credit card number on this form.

☐ **Credit Card:** If you prefer to use a credit card(s) for your reservation(s), please be advised that we will contact you via email or phone within 72 hours of receipt. This will have instructions on how to add your credit card number(s) to your reservation.

☐ **Check:** Your check must accompany the completed form and arrive no later than, September 4th, 2016. Make check payable to: onPeak, LLC. Add current tax of 14.45%. Mail to: 2016 ACTFL Annual Convention c/o onPeak, 350 N. Clark Street, Suite 200, Chicago, IL. 60654



www.onpeak.co/actfl

Policies for your specific hotel may vary. Refer to your reservation confirmation or go online to view full policy details.


Review your trip

Trip Summary Ticket: Roundtrip
Traveler 1: Adult \$405.20
Flight \$334.88
Taxes & Fees \$70.32
Booking Fee \$4.00
Trip Total: **\$409.20** \$409.20

Flight Summary

- **Wed, Nov 16**

From Sacramento Intl. (SMF)
To Logan Intl. (BOS)

 **DELTA**

7:00am SMF

to 4:56pm BOS

6h 56m, 1 stop MSP

Show Delta 7:00am flight on Wed, Nov 16 and baggage fee details

7:00am

To 12:28pm

3h 28m

Sun, Nov 20

From Logan Intl. (BOS)

To Sacramento Intl. (SMF)

UNITED 

2:16pm BOS

to 8:12pm SMF

8h 56m, 1 stop IAD

2:16pm

To 4:04pm

1h 48m

Trip Summary

1 Ticket: Roundtrip

- Traveler 1: Adult \$405.20
- Flight \$334.88
- Taxes & Fees \$70.32

Booking Fee \$4.00

Trip Total: **\$409.20** \$409.20

option 1: depart Wed.
to be ready for
Thursday's all day
workshop.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Approve Agreement for Fiscal Budget Services
Between School Services of California, Inc., and
WPUSD

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business Services

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Funds

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

School Services of California, Inc., is specially trained to provide assistance regarding topics of school finance, legislation, school budgeting and general fiscal issues. The attached agreement authorizes School Services of California, Inc., to continue to provide fiscal budget services to Western Placer Unified School District through the 2016-17 school year.

RECOMMENDATION:

Administration recommends the Board ratify the agreement for fiscal budget services between School Services of California, Inc., and Western Placer Unified School District.

AGREEMENT FOR SPECIAL SERVICES
Fiscal Budget Services

This is an agreement between the **WESTERN PLACER UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2016.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:


1. Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
 - b. Option of receiving information on Consultant's website regarding major school finance and policy issues
 - c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
 - d. Eight (8) hours of service annually as the Client directs on fiscal issues, including: analysis of specific revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client.

Services for which the base service hours may not be used, include: mandate questions, Client-specific economy, efficiency, or management consulting services, including, but not limited to, efficiency or management studies, demographic or school facility studies; special education studies; fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; legislative representation or advocacy; fiscal analysis for purposes of collective bargaining, appearance as an expert witness, provision of depositions or declarations for district legal issues; major customized research projects or studies; or, on-site speeches or presentations.

- e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation

- f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
2. The Client agrees to pay to Consultant for services rendered under this Agreement:
 - a. \$2,940 annually, plus expenses, or payable at \$245 per month, plus expenses, for the services listed in Item 1 above, upon billings from Consultant
 - b. For all requested services in excess of eight (8) direct service hours as indicated in Item 1d above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
3. The term of this contract shall be for the period of one year, beginning July 1, 2016, and terminating June 30, 2017. Agreement may be terminated prior to June 30, 2017 by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.
4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: 

Audrey Kilpatrick
Print Name
Asst Supt of Business Svs and Operations

DATE: 5/24/16

Job Title
Western Placer Unified School District

BY: 

JOHN D. GRAY
President
School Services of California, Inc.

DATE: May 15, 2016

**ADDENDUM A
TO SPECIAL SERVICES AGREEMENT**

As a client of School Services of California, Inc., you have the option of purchasing either or both of our CADIE and SABRE reports at the client rate. The following information describes the CADIE and SABRE reports, and the form at the bottom of the page is the CADIE and SABRE order form.

The Comparative Analysis of District Income and Expenditures (CADIE) is a comprehensive computer-generated report comparing your district's revenues and expenses to those of 40 other districts of your choice throughout the state. (Two reports with 20 districts in each). Well over 300 comparisons are made using Standardized Account Code Structure and California Basic Educational Data System data available from the California Department of Education (CDE).

The CADIE includes comparative graphic data showing expenditures by average daily attendance (ADA), tabular information showing per ADA and percentage distribution of district revenue and expenses, and staffing levels for certificated and classified nonmanagement and administrative personnel, as well as historical data.

The Salary and Benefits Report (SABRE) is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and compares your district's certificated nonmanagement salary and benefits schedule with those of 40 other districts of your choice. (Two reports with 20 districts in each).

The SABRE includes comparative tables and graphic displays for salaries, benefits, and total compensation. It also includes the actual salary and benefit schedules for the selected districts, as well as comparisons of entry level, average, and maximum salaries in ranking order and with historical comparisons.

The analytical uses of the CADIE or SABRE reports are unlimited. If these products are needed for negotiations, they are claimable as a mandated cost reimbursement—with the exception of local educational agencies opting into the mandate block grant.

Please check the appropriate items below:

<input type="checkbox"/> CADIE Only \$400	<input type="checkbox"/> Use the same districts as last year	<input type="checkbox"/> Current year 2013-14
<input type="checkbox"/> SABRE Only \$250	<input type="checkbox"/> Use districts of similar type and size	<input type="checkbox"/> Next year 2014-15
<input type="checkbox"/> CADIE & SABRE \$600	<input type="checkbox"/> Call me to discuss comparative group	
	<input type="checkbox"/> Please use similar unduplicated pupil percentage districts	

Reports are a year behind as the data is released by the CDE.

Next year SABRE will be released in December 2015, CADIE will be released in May 2016.

District Name: _____

Contact Name and Title: _____

Address (no P.O. Boxes Please): _____

Telephone with extension: _____

Email: _____

Signature: _____

Print Name: _____ Date: _____

By completing this Addendum and submitting with our contract, the above Client agrees to pay for these reports upon receipt of the products and appropriate billing.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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


SUBJECT:

Ratification of Contract with
Starstruck Showcase and
Foskett Ranch Elementary School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Local Site Funds

MEETING DATE:

June 7th, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Starstruck Showcase and Foskett Ranch Elementary School for the 2016-17 school year. The services include student instruction starting on Wednesday, October 19th, 2016 and every Tuesday and Friday after that until the final performance on Wednesday, November 30th and Thursday, December 1st, 2016. The cost of these services is \$3,700.00 and will be paid with Local Site Funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Starstruck Showcase and Foskett Ranch Elementary School.

Starstruck Showcase



STARSTRUCK SHOWCASE

Reservation Agreement

1. Purpose of and Parties to the Agreement: This agreement is entered into by the two parties in order to reserve the dates for conducting the Starstruck Showcase program at the school identified below on the date specified. This agreement is made between Carrie Pereira, Starstruck owner and

Foskett Ranch Elementary /434-5255
Name of School Phone #
1561 Joiner Parkway
Address
Lincoln, Ca. 95648
City, State, Zip Code

2. Start Date: Oct. 19th, 2016

3. End Date: Dec. 1st, 2016

4. Teaching Days: Tues. and Fri. (One Wed. and one Thurs.)

5. Show Dates: Wed. Nov. 30th and Thurs. Dec. 1st, 2016

6. Number of Students expected to participate: _____

7. Do you think we can get the teachers to participate once a week in the mornings, before school starts, and learn a dance of their own that we will teach and then they will perform in the show? _____

8. Fee: The agreed to fee is: \$3700.00 (Fee needs to be paid one weeks after final show date.)

9. Cancellation: The parties agree that there will be no penalty if either party finds it necessary to cancel this agreement. However both parties agree to notify the other party at least two months in advance, giving each party time to find a replacement if needed.

Carrie Pereira 4-15-16, Carrie Kaden 5/13/16
Carrie L. Pereira Date School Representative Date

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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


SUBJECT:

Ratification of Contract with Starstruck
Showcase and Lincoln Crossing Elementary

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Ticket sales

MEETING DATE:

June 7th, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Starstruck Showcase and Lincoln Crossing Elementary School for the 2016-17 school year. The services include student instruction starting on Tuesday, April 4th, 2017 and every Tuesday and Thursday after that until the final performance on Tuesday, May 16th and Thursday, May 18th, 2017. The cost of these services is \$3,700.00 and will be paid with ticket sales from the event.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Starstruck Showcase and Lincoln Crossing Elementary School.

Starstruck Showcase



STARSTRUCK SHOWCASE

Reservation Agreement

1. Purpose of and Parties to the Agreement: This agreement is entered into by the two parties in order to reserve the dates for conducting the Starstruck Showcase program at the school identified below on the date specified. This agreement is made between Carrie Pereira, Starstruck owner and

Lincoln Crossing Elementary / 434-5292
Name of School Phone #
635 Groveland Ln.
Address
Lincoln, Ca. 95648
City, State, Zip Code

2. Start Date: April 4th, 2017

3. End Date: May 18th, 2017

4. Teaching Days: Tues. and Thurs.

5. Show Dates: Tues. May 16th and Thurs. May 18th, 2017

6. Number of Students expected to participate: _____

7. Do you think we can get the teachers to participate once a week in the mornings, before school starts, and learn a dance of their own that we will teach and then they will perform in the show? _____

8. Fee: The agreed to fee is: \$3700.00 (Fee needs to be paid one weeks after final show date.)

9. Cancellation: The parties agree that there will be no penalty if either party finds it necessary to cancel this agreement. However both parties agree to notify the other party at least two months in advance, giving each party time to find a replacement if needed.

Carrie Pereira 4-15-16 Carrie L. Pereira 5/18/16
Carrie L. Pereira Date School Representative Date

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Agreement
between Atkinson, Andelson, Loya, Ruud, and Romo
and the Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

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

ENCLOSURES:

Agreement

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

The Western Placer Unified School District and Atkinson, Andelson, Loya, Ruud, and Romo approve of this agreement. This agreement addresses the renewal of an agreement for District legal services.

RECOMMENDATION:

Administration recommends the Board of Trustees ratify the Agreement between Atkinson, Andelson, Loya, Ruud, and Romo and the Western Placer Unified School District

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services ("Agreement") is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as the "Law Firm" and, WESTERN PLACER UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District."

II. PURPOSE

The District desires to retain and engage Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

III. TERMS AND CONDITIONS

A. Fees for Services

1. Standard Hourly Rate Services

District agrees to pay the Law Firm at the following standard hourly rates:

Senior Partners	\$270.00
Partners/Senior Counsel	\$265.00
Senior Associates	\$255.00
Associates	\$250.00
Non-Legal Consultants	\$200.00
Electronic Technology Litigation Specialist	\$190.00
Senior Paralegals/Law Clerks	\$185.00
Paralegals/Legal Assistants	\$175.00

2. Fixed Fee Services

District agrees to pay the Law Firm a fixed fee for the following services:

A full day of training (up to 8 hours)	\$4,500
A half day of training (up to 4 hours)	\$3,000
A two hour training	\$2,500
A one hour training	\$1,750

The Law Firm may modify legal services rates effective July 1st of any year by providing at least thirty (30) days' written notice to District; however, should District object in writing to the modified rates within the thirty (30) day period, no change will be made until the rate is mutually agreed to by the parties.

3. Fee Arrangements for Specialized Legal Services

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, non-profit organizations, immigration and appellate law, the District agrees to pay Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

4. Costs and Expenses

In addition to the fees described above, the District agrees to pay a five percent (5%) "administrative fee" calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to the District. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage.

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm's representation of District are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the prior approval of the Superintendent or designee in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the Superintendent or designee in the event a particular cost item totals \$2,000.00 or less.

If the Law Firm retains, with authorization from the District, experts or outside consultants for the benefit of the District, rather than the District contracting directly with any expert or outside consultant, the District agrees to pay a five percent (5%) "consultant processing fee" in addition to the actual costs paid by the Law Firm to the expert or outside consultant in order to offset related costs to the Law Firm resulting from administering and initially paying such expert and outside consultant fees on behalf of the District. This fee shall not apply to the services of Law Firm-provided non-legal consultants as set forth in paragraph F., below.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement,

will be due to the Law Firm from the District by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of the District in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

2. The Law Firm shall bill in one-quarter hour increments.

3. Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour), (b) electronic correspondence (.25 hour), (c) standard written correspondence (.50 hour), (d) provide a document (.50 hour)

4. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

5. District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.

C. Termination of Representation on a Particular Matter

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District on a particular matter upon the occurrence of any one or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;

3. Upon a failure of the District to perform any of the District's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill;

4. Upon a failure of the District to perform any of the District's obligations with respect to the duty of cooperation with the Law Firm in connection with the Law Firm's representation of the District.

In the event that the Law Firm ceases to perform services for the District on a matter, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs

advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, the District will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Consent to Joint Representation

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

E. Client Cooperation.

The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District, including but not limited to, attending mandatory court hearings and other appearances, making its employees and officials available, and providing accurate information documentation necessary to enable the Law Firm to adequately represent the District.

F. Services performed by Law Firm-provided Non-legal Consultants

The Law Firm has an affiliation with non-legal consultants who are available to provide services in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, special education consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement to prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purpose of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of your choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

G. Consent to Law Firm Communication

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of breakfast briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

H. Miscellaneous

1. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

2. The parties agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

3. After a file on a matter is closed, the District has a right to request the Law Firm to return the file to the District. Absent such a request, the Law Firm shall retain the file on the District's behalf.

IV. BINDING ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

V. DURATION

This Agreement shall commence on July 1, 2016 and shall thereafter continue until work is completed or the Agreement is modified in writing by agreement between the Law Firm and the District.

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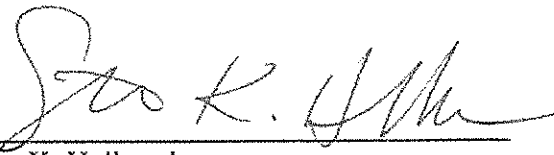
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Either the District or the Law Firm may terminate this Agreement on thirty (30) days' written notice.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO

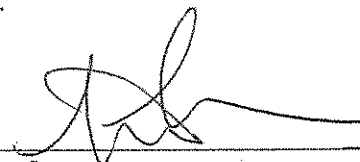
Dated: 5-31-16

By: 
Scott K. Holbrook

"District"

WESTERN PLACER UNIFIED SCHOOL
DISTRICT

Dated: 5/31/16

By: 
Scott Leaman
Superintendent

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approve Purchase of Two 2017 Thomas
36 Passenger Buses from Thomas Built Buses

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business Services

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

One-Time Mandate Funds – 15/16

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

The District is in need to add to the Special Education busing fleet due to the age and on-going repairs for the current Special Education bus fleet. This quote is for two 36 passenger buses at a price of \$134,979.30 each totaling \$269,958.60 and will be funded from one-time State Mandate Funds.

RECOMMENDATION:

Administration recommends that the Board approve the purchase of the two buses.



Bid Form

May 19, 2016

Customer Order No.: SBC 04663

Honorable Board of Trustees
Western Placer Unified Shool District
600 Sixth Street
Lincoln, CA 95648

BusWest respectfully submits for your consideration our bid to supply 2 complete 36/14+6 var passenger school bus as follows:

Chassis Make: Freightliner

Model: B2 106

Model Year: 2017

Wheelbase: 259"

Engine: Cummins ISB

Horsepower: 260

Body Make: Thomas

Model: Saf-T-Liner C2

Capacity: 36/14+6 var

Transmission: Allison 2500 PTS

Delivery Date: 180-210 Days after receipt of order

Subject to Prior Sale: No

Cash Purchase Price (each):	\$ 127,000.00	Tax Exempt: \$	21,681.00
Doc Fee:	\$ 65.00	Taxable: \$	105,384.00
Sales Tax @: 7.500%	\$ 7,903.80		
CA. Tire Tax: \$1.75 ea. tire	\$ 10.50		
Total	\$ 134,979.30		

We have examined the detailed minimum specifications established by the school board and guarantee this bid to be in accordance thereto. Above price includes all dealer prep., pre-delivery service, necessary lettering, F.O.B. school district and documentation fee.

Brian Hedman, Sales Representative

Quote is good for thirty (30) days

Quote No.: 317051

Carson – Main Headquarters

21107 South Chico St. Carson, CA. 90745

Sales Toll Free: (800) 458-9199 Main: (310) 984-3900 Fax: (310) 984-3996

Parts Toll Free: (866) 707-7800 Fax: (310) 984-3994

www.buswest.com

Sacramento

210 North East St., Woodland, CA. 95776

Main: (424) 210-3020

Fresno

4337 North Goldenstate Ste#101, Fresno, CA. 93609

Main: (559) 277-0118

BUSWEST**Customer
Quotation**

Prepared For:
Western Placer Unified School District
600 Sixth Street
Lincon, CA 95648

Prepared By :
BusWest
21107 S. Chico St.
Carson, CA 90745

Quote Number:
317051

Quote Date:
4/26/2016

Customer Order No:
SBC 04663

Model Profile: Saf-T-Liner C2 311TS

Product Type: School Transportation
Year: 2017
Chassis Model: B2 106
Chassis MFG: FLNER
GVWR: 33,000
Passenger Capacity: 42
Headroom: 78
Wheelbase: 259
Brake Type: AIR
Engine Type: CUMMINS ISB260 DIESEL, 6 Cyl, 260 HP, 2600 RPM
Fuel Type: DIESEL
Fuel Tank Capacity: 100
Transmission Type: ALLISON 2500 PTS AUTOMATIC TRANSMISSION
Axle, Front: DA-F-10-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE, 10000-lb Capacity
Axle, Rear: DA-RS-23-4 23,000# R-SRS SINGLE REAR AXLE, 23000-lb Capacity
Tires, Front: BRIDGESTONE R250ED 255/70R22.5 16 PLY TIRES
Tires, Rear: BRIDGESTONE R250ED 255/70R22.5 16 PLY REAR TIRES
Suspension Front: 10,000 LB. TAPERLEAF FRONT SUSPENSION
Suspension Rear : AIRLINER 23,000 LB. REAR SUSPENSION

**Detailed Specification Attached*

Options included in this quote:

- 3-head 24/7 Hybrid Drive – DHD Model

CUSTOMER ORDER APPROVAL

Customer Signature:** _____

Date: 5/20/16

New bus(es) Info:

Name on bus: _____

Bus Number(s): _____

CA Number: _____

**** I have reviewed the quote detail for accuracy and I agree to order the bus(es) as listed.**

Includes the Following Equipment:**BODY****ACCESSORIES**

- 1 LOCKS-KEYED ALIKE #CH545

CERTIFICATION/SAFETY

- 2 REFLECTTAPE-P/O WDO YEL
- 1 REFLECTTAPE-SI EMER DR 30" YEL
- 1 REFLECTTAPE-SI LIFT DR 50" YEL
- 1 REFLECTIVE TAPE-EMERGENCY DOOR REAR YELLOW
- 1 FIRE EXTINGUISHER-5 3A-40BC
- 1 REFLECTORS-AMBER(2) MID BDY 3"
- 1 REFLECTORS-RED (4) RR/RR SI 3"
- 1 HATCH-RF ESC SPECIALTY PROLO ENG(2)
- 1 KIT,FIRST AID 24 UNIT CALIFORNIA
- 1 KIT - BODY FLUID CLEAN-UP NATIONAL STANDARDS
- 1 LOCATION-VESTIBULE FLOOR PLATE LEFT 5LB FE
- 1 TRIANGLES-REFL. 3 W/BOX
- 1 OPEN VIEW-ES, HEATED, RMT,SS
- 1 MIR-B EXT.CROSSVIEW HTD S.S.BRKT
- 1 SIGN-STOP, ELEC RR #7500C INCAND
- 1 MIRROR-INTERIOR 6"X30" WITH RUBBER EDGE
- 1 LABEL(S)-SPECIAL DATA, CA
- 1 RAIL-ASSIST LEFT SIDE ENTRANCE DOOR 39"WIDE

DOORS

- 1 STEP-RS ALUM.ENT.DR 8.75"RISER
- 1 LATCH-DOOR INTERIOR STORAGE OVER WINDSHIELD
- 1 VANDALOCK-REAR DOOR W/BOLT
- 1 DOOR-ENT AG2 TINT TEMP LOCK
- 1 PWR SYST.-AG2 ELECTRIC ENTRANCE DOOR
- 1 ELEC-AG2 ELECTRICAL OPERATED ENTRANCE DOOR
- 1 OPER-DOOR ELEC.ENT.W/ BAT.
- 1 VANDALOCK-ALUM.ENT.DR.CYLINDER W/KEY
- 1 DOOR-SI EMERG LS CTR 30" OPG
- 1 DOOR-SI LIFT RS RR 50" OPG
- 1 VANDALOCK-SI DR W/BOLT 30"
- 1 VANDALOCK-SI DR W/BOLT 50"
- 1 HEADER-50" REAR LIFT DOOR NON-ADA
- 1 PAD-DR HEADER, SI EMER 26"W
- 1 PAD-DR HEADER, SI EMER 46"W
- 1 PAD-DR HEADER, RR EMER 36"W
- 1 RAIL-ASSIST FRT ENT DR 39"W
- 1 RAIL-ASSIST FRONT ENTRANCE DOOR RIGHT SIDE 1"OD
- 1 RAMP-SI DOOR 18" @ DOOR SILL

ELECTRICAL - BODY

- 1 FAN-CIRC MID W/S HDR BLACK
- 1 FAN-CIRC DRV'S WDO HDR BLACK
- 1 ELEC-ZONAR STANDARD MONITORING
- 1 KIT-ANTENNA GPS
- 1 ELEC-PWR CELL PHONE OUTLET LS
- 1 OPERATION-DOOR REAR EMERGENCY WITH BUZZER/PILOT LAMPS
- 1 LAMPS-DOME OVER DRIVER
- 1 OPER-STPWLL LPSW/PARKLPS&ENT DR.
- 1 LAMPS-STEPWELL WITHOUT HOOD (1)
- 1 LPS-STP/TAIL/DIR AMBER/REV LED
- 1 LPS-PILOT VANDALOCK STATUS RED
- 1 LPS-PILOT W/C LIFT POWER GRN
- 1 LAMPS-PILOT EMERGENCY DOOR RED
- 1 LPS-PILOT LIFT DOOR GREEN
- 1 LAMPS-PILOT REAR EMERGENCY DOOR RED
- 1 LPS-LIC PLATE ILLUMINATION LED
- 1 LAMPS-SIDE DIRECTIONAL AMBER FRONT 2 CP LED
- 1 LPS-WARNING HALOGEN (8)
- 1 OPER-LPS WARNING (8) PKG 27
- 1 OPERATION-LAMPS REVERSE WITH REAR EMERGENCY DOOR OPEN

- 1 LPS-ID AMB/RED LED
- 1 LPS-MKR ROOF FRT/RR LED
- 1 LAMPS-MARKER ROOF MID LED
- 1 SWITCH-LAMPS ID/MARKER LAMPS
- 1 LPS- STOP/TAIL 4" FLS.MT L.E.D.
- 1 SWITCH-ROCKER NOISE SUPPRESSION ON/OFF
- 1 OPER-DRVR'S DOME LPS ON/OFF BATT
- 1 LPS-SI DIR AMB LED GRD RR.AXLE
- 1 LAMPS-PILOT WARNING LIGHTS RED
- 1 LAMPS-PILOT WARNING LIGHTS AMBER
- 1 SWITCH-ROCKER A/C FAN SPEED
- 1 BLOCK-FUSE CUSTOMER ACCESS
- 1 OPER-PRE-TRIP INSPECTION
- 1 ELEC-SEAT BELT PILOT LAMP
- 1 OPER-SEAT BELT PILOT LAMP
- 1 LAYOUT-ROCKER SWITCH STANDARD
- 1 CIRCUITRY-MULTIPLEX PRESENT
- 1 GPS-ZONAR V3
- 1 SPEAKERS-INT. 30 WAT.(6) 311T
- 1 BRACKET-ZONAR GPS
- 1 112DB BACKUP ALARM

EXTERIOR

- 1 FLAPS-MUD, REAR 22.5"W
- 1 FLAPS-MUD, FRONT 16"W X 12"H
- 1 FENDER-QUARTER 24" BATTERY BOX DOOR
- 1 BODY ADJ-FTL, BTR LS FFLOC
- 1 FLOOR-NON ADA
- 1 BUMPER-REAR 2 BRACES NO EXHAUST HOLE
- 1 CAP-FRT ROOF VENT W/WARN.LPS.
- 1 CAP-REAR ROOF W/WARN.LPS.
- 1 SHEET-LWR, L MID 20G,21"
- 1 SHEET-LWR,L RR 20G,21"
- 1 SHEET-LWR,R MID 20G,21"
- 1 SHEET-LWR,R RR 20G,21"
- 1 VISOR-EXT.@ WARN LPS-EXTENDED
- 1 DOOR-U/B L BATTERY 24"
- 1 FENDERETTE-STL/RBR FLATFLR 21"
- 1 LATCH-BATT DOOR NON-LOCKING
- 1 LATCH-FUEL FILL ACCESS (THUMB)
- 1 VENT-STATIC PRESENT
- 1 LATCH-NON-LOCKING DEF ACCESS DOOR
- 1 RAIL-SNOW RAIL PRESENT
- 1 HARDWARE-MOUNTING CLIPS STANDARD

HVAC

- 1 AC-12W1133NT 120K BTU-FREE BLOW
- 1 AIR CONDITIONING CONTROLS-STANDARD
- 1 CONDENSER- CM3 (2)
- 1 EVAP - IW10 RR, EM1 SIDE
- 1 EVAP TRIM-REAR INT(2) IW10
- 1 PLUMB.-AC COMP DUAL ISB
- 1 PLUMBING-IW10, EM1
- 1 HTR-U/S LS 40,000 BTU RR WALL
- 1 HOSE-HTR HIMILER NO W/H POS 15
- 1 CLAMPS-UNDERSEAT HEATER CONSTANT TORQUE
- 1 PLUMBING-30" COVER
- 1 DUAL TM21 AC COMPRESSORS

INTERIOR

- 1 VISOR-WINDSHIELD SUN 6"X30" TINTED
- 1 DOOR-STORAGE BOX W/O GLASS
- 1 WHEELHOUSES-REAR L&R OMIT
- 1 DOOR-ACC SOLID PANEL
- 1 LATCH-DR INT STOR OVR DRVRSHDR
- 1 BTR FUEL FILL RECESS, W/DOOR
- 1 STRIPS-AISLE, GALVALUME 311T

- 1 FLR-BLK VINYL W/13" CTR AISLE 311T
- 1 FLR-PLYWOOD 5/8" 311T
- 1 TRIM-STEPWELL HORIZONTAL WITH DIAMONETTE NOSE
- 1 H/L-PASS AREA ACOUS GREY 311T

MISC

- 1 PDI IDENTIFIER
- 1 MANUAL-DRVR'S/MAINT.ENGLISH
- 1 NO COOLANT HEATER - GAS/DIESEL
- 1 SAF-T-LINER C2

PAINT/LETTERING

- 1 DECAL-RR DR STOP WHEN RED (CA)
- 1 LABEL-P/O WDO EMER EXIT 2" BLACK
- 1 REFLECTTAPE-@ ROOF HATCH WHT (2)
- 1 DECAL-BACKING ALARM
- 1 DECAL-LOW SULFUR FUEL
- 1 LABEL-RR DR EMERGENCY DOOR DO NOT BLOCK
- 1 LABEL-LS SI EMERG DR 2"HIGH
- 1 DECAL-ENTRANCE DOOR VANDALOCK ENGLISH
- 1 LABEL-RR EMERGENCY DOOR INSTRUCTION
- 1 LABEL-"DEF ONLY"
- 1 LABEL-REGENERATION WARNING 2010 EPA ENGLISH
- 2 HANDLE-INT SI DR BLACK
- 2 HANDLE-EXT SI DR W/REC YELLOW
- 1 PAINT-EXT HNDLE(S) BLACK
- 1 DECAL-FRT CAP "SCHOOL BUS"
- 1 DECAL-REAR CAP "SCHOOL BUS"
- 1 DECAL-"DIESEL"
- 1 PAINT-EXTERIOR ROOF WHITE 6"
- 1 PAINT-EXT WDO AREA SAME AS BODY
- 1 PAINT-EXT GRD RAIL @ WINDOW BLACK
- 1 PAINT-EXT GRD RAIL @ SEAT BLACK
- 1 PAINT-EXT GRD RAIL @ FLOOR BLACK
- 1 PAINT-EXT GRD RAIL @ SKRT BLACK
- 1 PAINT-EXT BUMPER REAR BLACK
- 1 PAINT-OMIT BLACK PAINT FRONT/REAR ROOF CAPS
- 1 PAINT-SOLID COLOR YELLOW
- 1 HEADLINING-VESTIBULE ACOUSTIC, GRAY, DRIVER LAMP
- 1 PAINT:ONE SOLID COLOR,BASE/CLEARCOAT
- 1 CAB COLOR A:L5898EB SCHOOL BUS YELLOW ELITE BC

SEATS

- 1 BELT-ELR SHOULDER/PUSH BUT LAP
- 1 39" BARRIER - VERTICAL,WALL MOUNT 45" H LS
- 1 39" BARR-VERT,WALL MT 45"H RS 2009
- 1 39"8DEG BARR-REV. WALL-MT 45"H 2009
- 3 COLONIAL BLUE UPHOLSTERY-45"HIGH RECESSED BARRIER
- 1 BACK-NATIONAL DRV'S SEAT
- 1 ARMREST NATIONAL DRVR'S ST. BOTH SIDES
- 1 UPH DR.ST.FABRIC BLK NATIONAL
- 1 PEDESTAL-NATIONAL AIR W/2 SHOCKS
- 1 KICKPLATE-MOD.PANEL RS 39"
- 1 KICKPLATE-MOD.PANEL LS 39"
- 18 42 OZ COLONIAL BLUE UPHOLSTERY - S3C PASSENGER SEAT
- 3 S3C 39"LS 2-PASSENGER WALL MOUNT WITH SHOULDER/LAP BELTS
- 7 S3C 39"LS 2-PASSENGER TRACK MOUNT W/SHOULDER/LAP BELTS
- 4 S3C 39"RS 2-PASSENGER WALL MOUNT WITH SHOULDER/LAP BELTS
- 4 S3C 39"RS 2-PASSENGER TRACK MOUNT WITH SHOULDER/LAP BELTS
- 1 S3C WALL MOUNT HARDWARE - C2
- 1 S3C TRACK MOUNT HARDWARE - C2

SPECIAL NEEDS EQUIPMENT

- 1 LIFT-WHEELCHAIR BRAUN NL917IB-2 (US)
- 4 TRACK-OVERHEAD 10" LENGTH LS
- 2 TRACK-OVERHEAD 10" LENGTH RS
- 6 POUCH-STORAGE VINYL SURELOK
- 6 RETRACTABLE REST-FF612-4C-4

- 24 BOLTED ALUM TRACK-CONT (4) PER LOC
- 1 RETAINER-50"W SI DR CHN & HOOK

WINDOWS/GLASS

- 1 GLASS-WINDSHIELD ONE PIECE WITH TINTED BAND
- 1 GLASS-RS FRT STAT TNT TEMP
- 1 GLASS-LS FRT STAT TNT TEMP
- 1 GLASS-REAR STATIONARY TINTED TEMPERED
- 1 FRAME-WDO P/O VERT TEMP TNT LS
- 1 WDO P/O VERT TEMP TNT RS
- 1 GLASS-WDO TINT TEMP 20"
- 14 GLASS-WDO TINT TEMP 30"
- 1 GLASS-WDO TINT TEMP 40"
- 1 GLS-LWR RR DR TEMP TNT BONDED
- 1 GLS-UPR RR DR TEMP TNT BONDED
- 1 WDO-DRIVER'S TEMP TINT
- 1 GLASS- 30"W SI DR TEMP TNT
- 1 GLASS- 50"W SI DR TEMP TNT
- 1 BAND-STATIONARY STANDARD GLASSES
- 1 BAND-STATIONARY DOOR GLASS 50"
- 1 BAND-STATIONARY DOOR GLASS 30"

OTHER

- 1 ARM ASSEMBLY-WINDSHIELD WIPER (2)
- 1 LOCATION-VESTIBULE FLOOR PLATE AFT REFLECTIVE TRIANGLE
- 1 ANTENNA - RADIO SWIVEL BASE
- 1 LPS-DOME PASS MIN (6) 311T
- 1 OPER-LPS,DOME RS ENT DR
- 1 CABLE-EVAPORATOR 1 POWER SUPPLY STANDARD
- 1 TREAD-STEP ALUMINUM ENTRANCE DOOR BLACK
- 1 DAYTIME RUNNING LIGHTS SET @ 85%
- 1 BODY BUILDER SUPPLIED PLUMBING FOR AIR CONDITIONING

CHASSIS

AXLES AND SUSPENSIONS

- 1 SPL100 DANA SPICER MAIN DRIVELINE
- 1 DA-F-10-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
- 1 CHICAGO RAWHIDE FRONT OIL SEALS
- 1 SYNTHETIC 75W-90 FRONT AXLE LUBE
- 1 CONMET IRON FRONT HUBS
- 1 SYNTHETIC 75W-90 REAR AXLE LUBE
- 1 DA-RS-23-4 23,000# R-SRS SINGLE REAR AXLE
- 1 5.22 AXLE RATIO
- 1 CHICAGO RAWHIDE (SCOT) REAR OIL SEALS
- 1 CONMET IRON REAR HUBS
- 1 10,000 LB. TAPERLEAF FRONT SUSPENSION
- 1 AIRLINER 23,000 LB. REAR SUSPENSION
- 1 DUAL AIR REAR SUSPENSION LEVELING

BRAKES

- 1 AIR BRAKE PACKAGE
- 1 MERITOR 15 X 4 Q+ CAM FRONT BRAKES (ROCKWELL)
- 1 FRONT BRAKE CHAMGERS - MGM LONGSTROKE
- 1 MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
- 1 CONMET CAST IRON FRONT BRAKE DRUMS
- 1 MERITOR 16 1/2 X 7 Q+ CAM REAR BRAKES, DBL-ANCHOR, FAB SHOES
- 1 MGM TR,LONGSTROKE,1-DRIVE AXLE, SPRING-PARK CHAMBER,TAMP-PRO
- 1 MERITOR AUTOMATIC SLACK ADJUSTERS
- 1 STEEL AIR BRAKE RESERVOIRS INSIDE FRAME RAILS
- 1 BENDIX AD-9 AIR DRYER WITH HEATER
- 1 WABCO 4S/4M ABS WITHOUT TRACTION CONTROL ENHANCEMENT
- 1 ONE-VALVE PARKING BRAKE SYSTEM WITH WARNING

CHASSIS EQUIPMENT

- 1 SHIELD-EXHAUST PIPE
- 1 ALLIANCE FUEL FILTER/WATER SEPARATOR
- 1 ELECTRIC GRID AIR INTAKE WARMER

- 1 DELCO 12V 29MT STARTER WITH INTEGRATED M
- 1 NO CLUTCH PEDAL WITH ADJUSTABLE SUSPENDED BRAKE&ACCELERATOR
- 1 100GALLON/378 LITER STEEL RECTANGULAR FUEL TANK,BETWEEN RAIL
- 1 11.5 GALLON DEF TANK
- 1 NO TRACTION STABILIZER
- 1 PETCOCK DRAIN VALVES ON ALL AIR TANKS
- 1 ADJUSTABLE STEERING COLUMN
- 1 6575MM (259") WHEELBASE
- 1 5/16" X 3" X 10-1/8" STEEL FRAME 120,000 PSI YIELD
- 1 FRONT FRAME-MOUNTED TOW HOOKS
- 1 FIBERGLASS HOOD WITH SOFT OPEN AND CLOSE MECHANISM
- 1 HOOD MTD CHROMED PLASTIC GRILLE
- 1 CHROME HOOD MOUNTED AIR INTAKE GRILLE
- 1 (2) CUPHOLDERS, LEFT HAND AND RIGHT HAND DASH

ELECTRICAL - CHASSIS

- 1 LN 12 VOLT 270 AMP 4949PA PAD MOUNT ALTERNATOR
- 1 PROG RPM CTRL WITH A/C OR 12.75V LOW VOLTAGE AUTO HIGH IDLE
- 1 CRUISE CONTROL-ELEC ENG,W/SWITCHES IN LH SWITCH PANEL
- 1 DIAGNOSTIC INTERFACE CONNECTOR,9-PIN, S
- 1 IGNITION SWITCH CONTROLLED ENGINE STOP
- 1 WARNER ELECTRIC ELECTRO-MAGNETIC ON/OFF
- 1 12VOLT POWER SUPPLY LH PANEL
- 1 SOLID STATE CIRCUIT PROTECTION, PDMS WIT
- 1 (2) ALLIANCE 1031, GROUP 31, 12 VOLT, MF, 1500 CCA BATTERIES
- 1 INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL
- 1 STOP SIGN PRESENT
- 1 DRIVER'S IGNITION OPERATED DOME LP WITH ON/OFF/DIM BATTERY
- 1 EIGHT LAMP WARNING SYSTEM, LH DASH SWITCH(ES), PACKAGE 27
- 1 BAT PWD 2-POS INT DOOR CONTROL LS SWITCH PANEL
- 1 FASTEN SEAT BELT INDICATOR FOR CUSTOMER SUPPLIED SEAT BELT
- 1 LOCATING SYSTEM WITH VEHICLE MONITORING
- 1 ELECTRONIC SPEEDOMETER WITH SECONDARY KPH SCALE, NO ODOMETER
- 1 PRE/POST TRIP SYSTEM TEST
- 1 TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT

ENGINE AND EQUIPMENT

- 1 CUM ISB 6.7-260 260HP@2300 RPM,2600 GOV,660 LB/FT @ 1600 RPM
- 1 ANTI-FREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA COOLANT
- 1 CUMMINS 18.7 CFM COMPRESSOR
- 1 STANDARD ENGINE OIL
- 1 CUMMINS INTEGRAL EXHAUST BRAKE WITH VARIABLE TURBO
- 1 ADDL AUX LINES W/MANIFOLD PLUMBING AND COMBINED SHUTOFF
- 1 CONSTANT TORQUE BREEZE CLAMPS ON 1" IN DIA GREATER, SS C
- 1 65 MPH ROAD SPEED LIMIT

TRANSMISSION AND EQUIPMENT

- 1 ALLISON 2500 PTS AUTOMATIC TRANSMISSION
- 1 ALLISON VOCATIONAL PACKAGE 354 - FIFTH GEN
- 1 SYNTHETIC 50W TRANSMISSION LUBE (TES-295 COMPLIANT)
- 1 FS-BASIC, DSS MED
- 1 NO MODE SWITCH

WHEELS AND TIRES

- 1 BRIDGESTONE R250ED 255/70R22.5 16 PLY TIRES
- 1 BRIDGESTONE R250ED 255/70R22.5 16 PLY REAR TIRES
- 1 FRONT ACCURIDE 22.5X8.25 10-HUB PILOT, 5-HAND
- 1 REAR ACCURIDE 22.5X8.25 10-HUB PILOT, 5-HAND
- 1 TIRE/WHEEL BALANCING-LEAD FREE WEIGHTS
- 1 ACC PKYEL28 (N5898H) POWDER YELLOW,FT WHEELS,SCHOOL BUS YEL
- 1 ACC PKYEL28 (N5898H) POWDER YELLOW,RR WHEELS,SCHOOL BUS YELL

OTHER TYPE

GEARS

- 1 PRIMARY MODE GEARS, 5 FORWARD

Meets all FMVSS requirements in effect at the time of manufacture.

Public Hearing

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:

Public Hearing on 2016-17 Western Placer
Unified School District Proposed Budget

AGENDA ITEM AREA:

Public Hearing

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business &
Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

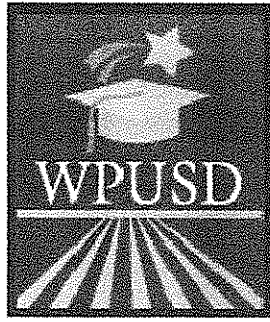
BACKGROUND:

Per California Education Code 42127, on or before July 1 of each year, the governing Board of each school district shall hold a public hearing on the budget to be adopted for the subsequent fiscal year. At this hearing, the Board will take testimony from the public.

This hearing has been advertised in at least one local newspaper as required by law and notice was posted at least 72 hours in advance. The proposed budget was made available for public inspection at the District office and online at least 72 hours in advance.

RECOMMENDATION:

Administration recommends the Board hold a public hearing regarding the proposed 2016-17 Annual Budget.



**WESTERN PLACER
UNIFIED SCHOOL DISTRICT**

NOTICE OF PUBLIC HEARING

2016-17 Proposed Budget

**District Office, 3rd Floor Conference Room
600 Sixth Street, Lincoln CA
June 07, 2016
7:00 P.M.**

Notice is hereby given that the Board of Trustees of the Western Placer Unified School District shall hold a Public Hearing at which the governing Board shall take testimony from the public, discuss and approve or disapprove the 2016-17 Proposed Budget.

The proposed budget will be available for public inspection 3 days prior to the date set for the hearing. The proposed Budget will be available for public inspection at 600 Sixth Street, Suite 400, Lincoln, California, during regular business working hours.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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


SUBJECT:

Public Hearing on 2016-2019 Western Placer
Unified School District LCAP

AGENDA ITEM AREA:

Public Hearing

REQUESTED BY:

Kerry Callahan 
Assistant Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

NA

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

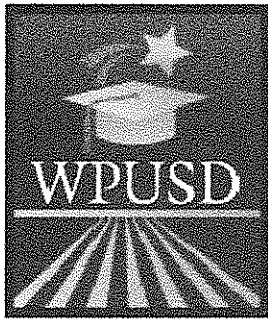
BACKGROUND:

Pursuant to Education Code (EC) 52062(b)(1), Western Placer Unified School District will hold a public hearing to solicit the recommendations and comments of members of the public regarding the specifications and expenditures proposed to be included in the Local Control and Accountability Plan (LCAP). ([click here - LCAP](#))

The hearing will also solicit recommendations and comments from the public regarding spending priorities for base and supplemental funds. Written comments may be submitted to the district office or by emailing the district superintendent at sleaman@wpusd.k12.ca.us. Every written comment will receive a response from the superintendent.

RECOMMENDATION:

Administration recommends the Board hold a public hearing regarding the proposed 2016-2019 LCAP.



**WESTERN PLACER
UNIFIED SCHOOL DISTRICT**

NOTICE OF PUBLIC HEARING

2016-2019 LCAP

**District Office, 3rd Floor Conference Room
600 Sixth Street, Lincoln CA
June 07, 2016
7:00 P.M.**

Pursuant to Education Code (EC) 52062(b)(1), Western Placer Unified School District will hold a public hearing to solicit the recommendations and comments of members of the public regarding the specifications and expenditures proposed to be included in the Local Control and Accountability Plan (LCAP).

The hearing will also solicit recommendations and comments from the public regarding spending priorities for base and supplemental funds. Written comments may be submitted to the district office or by emailing the district superintendent at sleaman@wpusd.k12.ca.us. Every written comment will receive a response from the superintendent.

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:

Acquisition of Rockwell (Mariner) Ranch

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

District Office

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

Over seven years ago the district was awarded Mariner Ranch through a competitive process as mitigated land with an endowment to be controlled by an outside entity. Negotiations have been underway since that time including CalTrans, Wildlife Heritage Foundation, The Department of Fish and Game, and others. Tonight we are asking the Board to authorize the Superintendent to complete the acquisition process including the attached documents (Preserve Management Plan/Mitigation and Land Transfer Agreement/ and other possible actions required to attain the land. The attached Preserve Management Agreement is being provided without the appendices.

Megan Macy of Lozano Smith will be in attendance to describe the process.

RECOMMENDATION:

Approve the attached document and other possible actions required to attain the land.

PRESERVE MANAGEMENT PLAN



ROCKWELL RANCH
PLACER COUNTY

STATE OF CALIFORNIA
Department of Transportation

February 2015

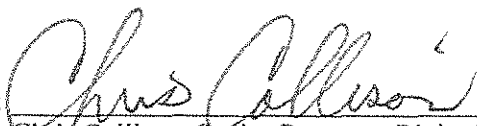


Preserve Management Plan

ROCKWELL RANCH
PLACER COUNTY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

February 2015

Approved By:  Date: 2/4/15
Chris Collison, Senior Resource Biologist
District 3/North Region
California Department of Transportation
(916) 274-0560

Approved By: _____ Date: _____
Scott Leaman, District Superintendent
Western Placer Unified School District
(916) 645-6350

Approved as
to Form : _____ Date: _____
Patrick Shea, Executive Director
Wildlife Heritage Foundation
(916) 434-2759

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Chapter 1. Introduction

This Preserve Management Plan (PMP) provides a detailed prescription for long-term management of the 545.8 ± acre Rockwell Ranch Preserve (Preserve) located northwest of the City of Lincoln in western Placer County (Figures 1 and 2). The PMP supplements and expands on the basic habitat preservation concepts presented in the final Mitigation and Monitoring Proposal for the Route 65 Lincoln Bypass (LSA 2007). This PMP has been prepared in accordance with conditions and approvals listed below for the Route 65 Lincoln Bypass project. Copies of these documents are included in Appendix A.

- U.S. Army Corps of Engineers (Corps) Section 404 Permit No. 199500363, issued October 19, 2007; stipulates implementation of all mitigation measures in the Mitigation and Monitoring Proposal for the Route 65 Lincoln Bypass (June 2007) except as amended by special conditions, and compliance with all of the mandatory terms and conditions associated with incidental take included in the U.S. Fish and Wildlife Service (FWS) Biological Opinion (BO) No. 1-1-04-F-00119 dated February 2, 2005, as amended.;
- FWS BO No. 1-02-07-F-0324 dated September 24, 2007, as amended: to address potential effects to two federally listed species: vernal pool fairy shrimp (*Branchinecta lynchi*) and vernal pool tadpole shrimp (*Lepidurus packardii*), the BO includes the requirement for preparation of a long-term management and monitoring plan for vernal pool preservation areas.

This PMP is subject to review and approval by these agencies.

1.1. Purpose of the Plan

The purpose of the PMP is to provide a framework for successful, long-term management of the Preserve as well as detailed management prescriptions based on that framework. Long term monitoring is also necessary to ensure that management actions are fully implemented and are successful at achieving plan objectives; a monitoring plan is included herein.

Successful long-term management requires not only a set of prescribed management actions specific to the subject lands, but also an adequate source of funds to cover the cost of those management actions in perpetuity. A Property Analysis Record (PAR) has been prepared to provide an accurate assessment of the expected management costs and the endowment necessary to generate adequate funding.

1.2. Goal for Preserve Management

The overall goal for management of the Preserve is to ensure that preserved habitats continue to provide a high level of biological and wetlands functions and values in perpetuity.

Figure 1: Preserve Location

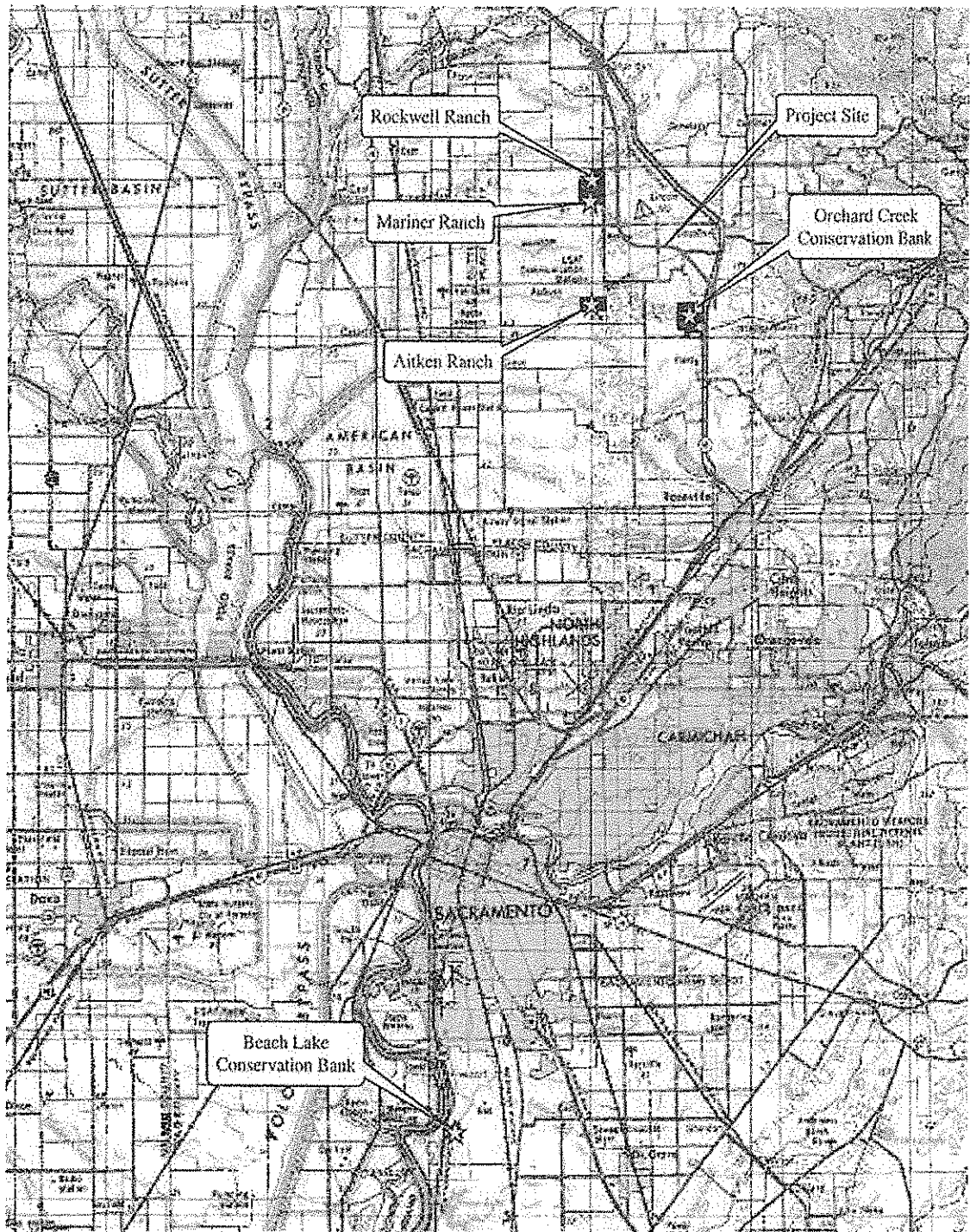
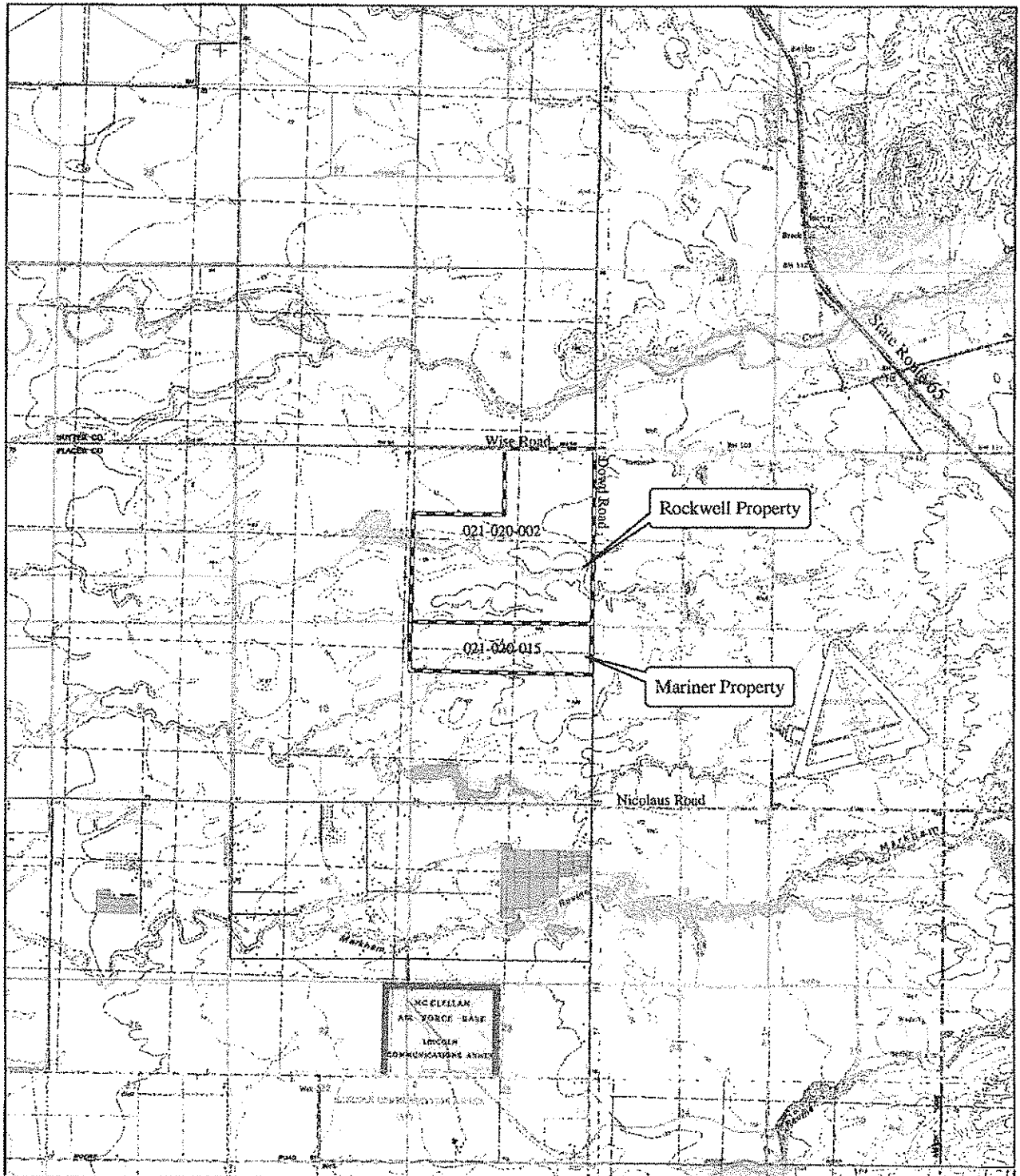


Figure 2: Preserve Vicinity



Chapter 2. Responsible Parties

2.1. Land Owner

The property is owned by Caltrans. Caltrans is responsible for all initial capital improvements costs to the property including installation/repair of perimeter fencing, removal of buildings, removal of debris, placement of well pump, etc. Caltrans is also responsible for long term funding of preserve management through an endowment.

Caltrans will convey a Conservation Easement consisting of 541.1 \pm to the Wildlife Heritage Foundation over the Rockwell Ranch Preserve containing 545.8 \pm acres.

In the event Caltrans transfers fee title to another entity, the future owner will be selected based on the goals set forth in this PMP.

Contact

Chris Collison, Senior Resource Biologist
District 3/North Region
California Department of Transportation
2379 Gateway Oaks Drive
Sacramento, CA 95833
(916) 274-0560

2.2. Preserve Owner

The Western Placer Unified School District (School District) will serve as Preserve Owner once Caltrans transfers fee title and will then be responsible for the overall ownership of the Preserve unless that responsibility is transferred to another party. The School District will operate and manage the grazing requirements through their student Farm Program to ensure the property's conservation values are maintained.

Contact

Scott Leaman, District Superintendent
Western Placer Unified School District
810 J Street
Lincoln, CA 95648
(916) 645-6350

2.3. Preserve Manager

The Wildlife Heritage Foundation (WHF) will hold the conservation easement over the Preserve. WHF will serve as the Preserve manager and holder of the conservation

easement and will be responsible for the overall management of the Preserve including but not limited to oversight of capital improvements referenced in 2.1. This includes oversight of the grazing operation, maintenance and replacement of fencing, watering facilities, trash clean-up, vegetation management, thatch management, and periodic biological monitoring of named species as called for in the PMP.

As holder of the conservation easement WHF has the responsibility to protect and preserve the conservation values in perpetuity.

Contact

Patrick Shea
Executive Director
Wildlife Heritage Foundation
563 Second St., Suite 120
Lincoln, CA 95648
(916) 434-2759

2.4. Grazing Operator

The School District will serve as the Grazing Operator and will be responsible for bringing cattle onto the Preserve at the beginning of the grazing season and removing cattle at the end of the season. The Grazing Operator will be responsible for inspecting the fencing within areas to be grazed, maintaining fences and gates in good condition, and controlling the distribution of cattle according to the goals of this plan.

2.5. Preparer of the Preserve Management Plan (PMP)

LSA Associates, Inc. (LSA) prepared this PMP and the original project Mitigation and Monitoring Plan (MMP), and has conducted wetlands studies and crustacean sampling on the Preserve.

Contact

Jeff Bray
4200 Rocklin Road, Suite 11-B
Rocklin, CA 95677
(916) 630-4600

Additional biologists may be contracted to perform monitoring and other activities on the Preserve in the future at the discretion of WHF or the School District.

Chapter 3. Preserve Characteristics

3.1. Location

The Preserve is located south of West Wise Road and west of North Dowd Road, northwest of the City of Lincoln, in western Placer County (See Figure 1). The property is located on the Sheridan quadrangle, Township 12 North, Range 5 East, Section 2.

3.2. Ownership and Conservation Easement

Caltrans purchased the Preserve in April 2006 to fulfill mitigation requirements per the FWS BO No. 1-01-07-F-0324 dated September 24, 2007 and LEDPA open space commitments. A Conservation Easement will be placed on the property with Wildlife Heritage Foundation as the easement holder and Preserve Manager and thereafter the property will be transferred in fee title to Western Placer Unified School District as the Preserve Owner to satisfy these mitigation requirements.

3.3. Land Use

The Preserve is a working cattle ranch. Agricultural land uses dominate the area and consist primarily of rice fields and grazing lands. A scattering of rural residences occur in the vicinity of the ranch. Most of the property is currently being grazed, and it is expected that grazing will continue on the property indefinitely as a land management tool appropriate for Sacramento Valley grasslands.

3.4. Physical Characteristics

3.4.1. Topography and Soils

Topography on the Preserve is generally flat to gently rolling with an overall slope toward the northwest. Elevations on the site range from approximately 95 to 105 feet above mean sea level.

The Preserve is located on a low terrace formation south of Coon Creek. Underlying soils are predominantly sandy loams of the Cometa-Ramona and San Joaquin series (USDA Soil Conservation Service 1980). These series are relatively deep well drained soils; Cometa soils are underlain by a claypan, and San Joaquin soils possess both a claypan and hardpan. Ramona soils lack either a claypan or hardpan. Both soil types are relatively common in the vicinity. Approximate boundaries of the soil types, based on the Soil Survey, are shown in Figure 3. Table A provides a summary of key characteristics of these soils.

Table A: Soils Characteristics

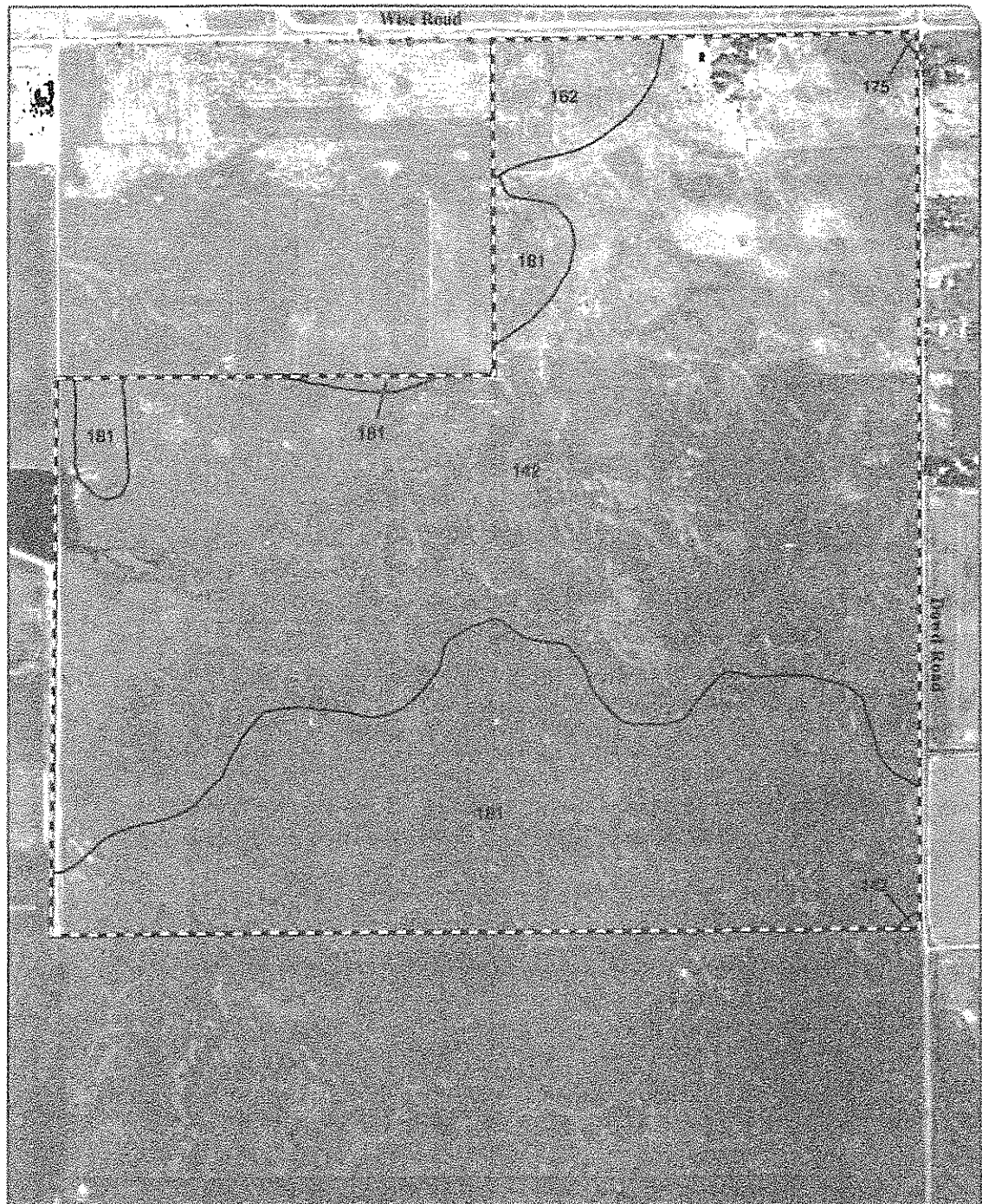
Map Unit	Soil Series	Location	Soil Depth	Drainage Class	Permeability	Texture
142	Cometa-Ramona sandy loams, 1 to 5 percent slopes	low terraces	deep/very deep	well drained	very slow/moderate	sandy loam, claypan/sandy loam, loam, clay loam
162	Kilaga loam, 0 to 9 percent	alluvial bottoms, low terraces	very deep	well drained	slow	sandy loam
175	Ramona sandy loam, 2 to 9 percent slopes	low terraces	very deep	well drained	moderately slow	loam, sandy loam, sandy clay loam, gravelly sandy loam
181	San Joaquin sandy loam, 1 to 5 percent slopes	low terraces	moderately deep	well drained	very slow	sandy loam, clay loam, claypan, with hardpan

3.4.2. Hydrology

The property is drained by seasonal swales that flow toward the west and southwest. Flows enter the property via several culverts under North Dowd Road at the east property boundary. The majority of the water entering the site flows into a seasonal wetland drainage. This drainage collects flows from a large freshwater marsh, located east of the property near the Lincoln Airport, via a ditch that flows through rice fields east of Dowd Road. The ditch also appears to collect runoff from the adjacent rice fields.

All waters on the property, including numerous vernal pools, appear to be hydrologically connected to downstream tributaries. The vernal pools and swales flow directly, or via overland flow, into 1) a seasonal wetland drainage that flows east to west through the central portion of the property; 2) a large swale that leaves the property near the southwest corner; or 3) the swale near the northeast corner that leaves the property via a culvert under West Wise Road. These drainages eventually flow into tributaries to Coon Creek or Markham Ravine, which flow into the East Side Canal, and ultimately the Sacramento River.

Figure 3: Preserve Soils



LEGEND

- 142 Cometa Ramona Sandy Loams, 1 to 5 percent slopes
- 162 Kilaga Loam, 0 to 9 percent slopes
- 175 Ramona Sandy Loam, 2 to 9 percent slopes
- 181 San Joaquin sandy Loam, 1 to 5 percent slopes

3.5 Biological Characteristics

3.5.1. Natural Communities

Plant communities occurring on the Preserve consist entirely of nonnative grassland interspersed with northern hardpan vernal pools and swales, and other seasonal wetlands. Seasonal wetlands on the property are similar to vernal pools and swales but have a longer hydroperiod.

Nonnative grassland consists of annual grasses intermixed with native wildflowers. Common grassland species on the Preserve include soft chess (*Bromus hordeaceus*) medusahead (*Taeniatherum caput-medusae*) Italian ryegrass (*Lolium multiflorum*) little quaking grass (*Briza minor*) wild oats (*Avena* spp.) filaree (*Erodium* spp.) clover (*Trifolium* spp.) tarplant (*Holocarpha virgata*), and goldfields (*Layia fremontii*).

Vegetation in the vernal pools and swales is dominated by slender popcorn flower (*Plagiobothrys stipitatus* var. *micranthus*) coyote thistle (*Eryngium castrense*), creeping spikerush (*Eleocharis macrostachya*) hairgrass (*Deschampsia danthanioides*), woolly marbles (*Psilocarphus brevissimus*), and white-head navarretia (*Navarretia leucocephala*). Seasonal wetland vegetation is dominated by Bermuda grass (*Cynodon dactylon*), toad rush (*Juncus bufonius*), and, to a lesser amount, creeping spike rush, slender popcorn flower, and annual hairgrass.

3.5.2. Special Status Species

Wet season surveys for special status crustaceans were conducted on the Preserve in winter 2006/2007; a dry season survey was conducted in the fall of 2007. Vernal pool fairy shrimp (*Branchinecta lynchi*; federal threatened) were collected from several vernal pools on the site. Presence of vernal pool tadpole shrimp (*Lepidurus packardii*, federal endangered) is inferred within suitable habitat throughout the Route 65 project area and this inference would apply to the Preserve as well. Vernal pools on the property may also support special status plants, although focused plant surveys have not been performed on the site. Special status plants known to occur in the region include Ahart's dwarf rush (*Juncus leiostermus* var. *ahartii*) – CNPS 1B; Bogg's Lake hedge-hyssop (*Gratiola heterosepala*) – State listed endangered, CNPS 1B; dwarf downingia (*Downingia pusilla*) – CNPS 2; and legenere (*Legenere limosa*) – CNPS 1B. These species are primarily limited to vernal pools; they may also occur in vernal swales and marsh.

Other special status wildlife species associated with grassland and seasonal wetland habitats in the area include bats (e.g., greater western mastiff [*Eumops perotis californicus*], Yuma myotis [*Myotis yumanensis*]) northern harrier (*Circus cyaneus*), white-tailed kite (*Elanus caeruleus*), Swainson's hawk (*Buteo swainsoni*), prairie falcon (*Falco mexicanus*), golden eagle (*Aquila chrysaetos*), tricolored blackbird (*Agelaius tricolor*), California horned lark

(*Eremophila alpestris actia*), and western spadefoot toad (*Scaphiopus hammondi*). All of these species have either been observed in the vicinity or are reasonably likely to occur.

3.5.3. Jurisdictional Waters

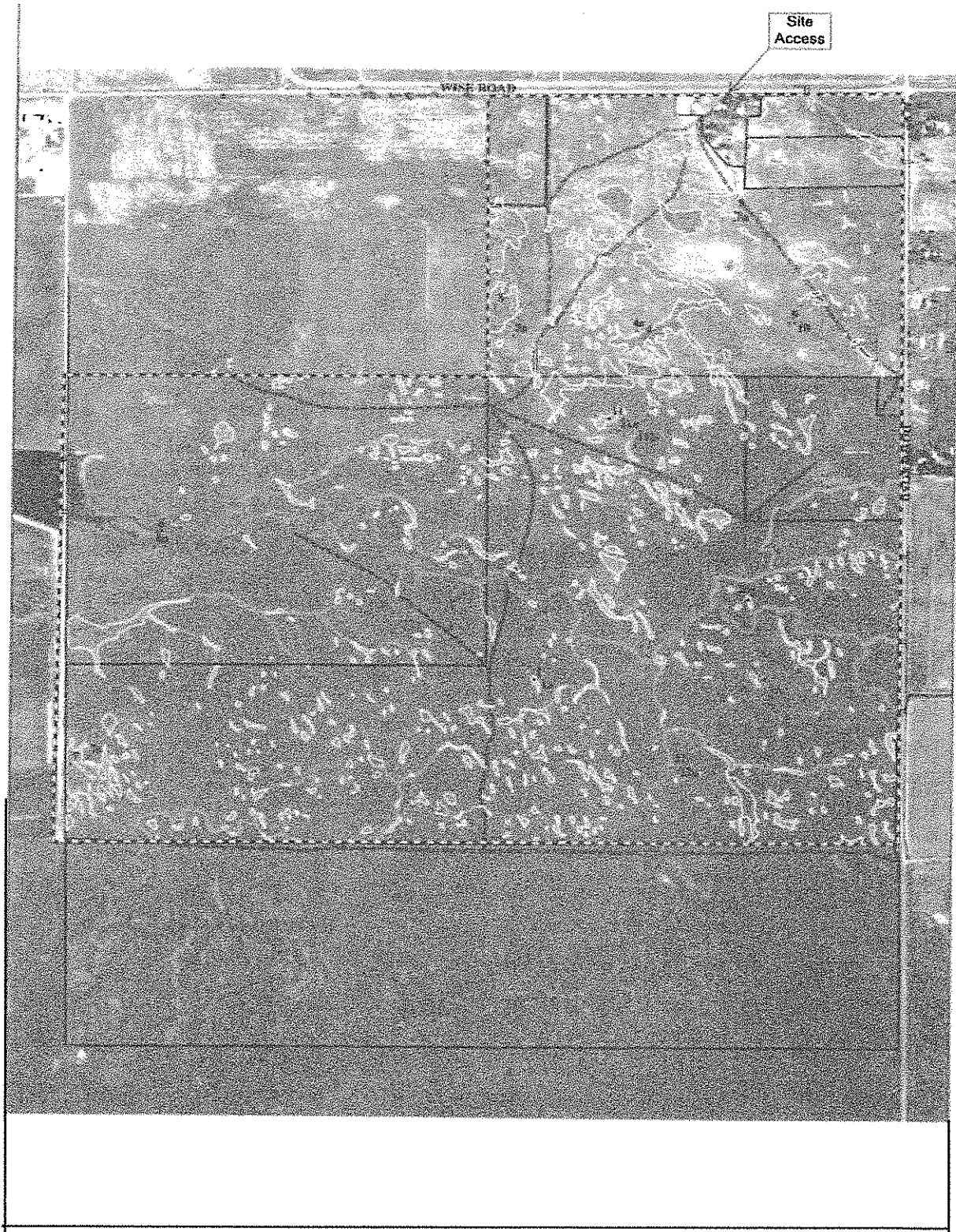
A preliminary wetland delineation prepared by LSA for the Preserve identified 46.91 acres of wetlands and other waters of the United States. The total includes 35.95 acres of vernal pools, 2.05 acres of vernal swales, and 8.91 acres of seasonal wetlands. This delineation was verified by the Corps on September 25, 2007.

All vernal pools and seasonal wetland habitats on the property will be permanently preserved (see Table B). The verified delineation map is shown in Figure 4.

Table B: Rockwell Ranch Preserve Habitats

Type	Total Habitats on the Rockwell Ranch Preserve
Vernal Pools	35.95 ac
Vernal Swales	2.05 ac
Seasonal Wetland	8.91 ac
Nonwetland Waters	0 ac
Total Waters of the U.S.	46.91 ac
Annual Grassland	484 ac

Figure 4: Verified Jurisdictional Waters Delineation



3.6. Cultural Resources

Caltrans cultural resources staff (Schinke 2008) surveyed the Rockwell Ranch parcel, in its entirety in 2007 and identified a number of cultural resources, which are described below.

PERTINENT LAWS: The Lincoln Bypass is a federally funded project, therefore, both federal and state laws protecting cultural resources pertain. Activities discussed in the Management Plan must consider the following laws:

- Section 106 of the National Historic Preservation Act (NHPA) (identification and evaluation of all cultural resources and protection of or mitigation of impacts to cultural resources eligible for listing or listed on the National Register of Historic Places [NRHP])
- §PRC 5024 of the California Register of Historical Resources (CRHR) (protection of state owned historical resources)
- §PRC 21000 et seq. of the California Environmental Quality Act (CEQA) (protection of cultural resources within the State of California)

3.6.1. Prehistoric Archaeology

No prehistoric sites were identified within the limits of the Rockwell parcel.

3.6.2. Rockwell Ranch

The Rockwell Ranch parcel contains structures including a water well tower, two silos, one barn and a small animal pen. The structures were evaluated and determined not eligible for listing on either the NRHP or California CRHR in consultation with the State Historic Preservation Officer (SHPO).

Two historical archaeological features were identified within the limits of the Rockwell Ranch parcel. Feature 1, a possible privy, was determined ineligible for listing on both the NRHP and CRHR. Feature 2, a trash pit and possible well, was determined to be eligible for listing on both the NRHP and CRHR, and is, therefore, also protected under §PRC 5024. The trash pit will be protected from any disturbance as an Environmentally Sensitive Area (ESA) per Section 106 of NHPA, CRHR, and §PRC 5024.

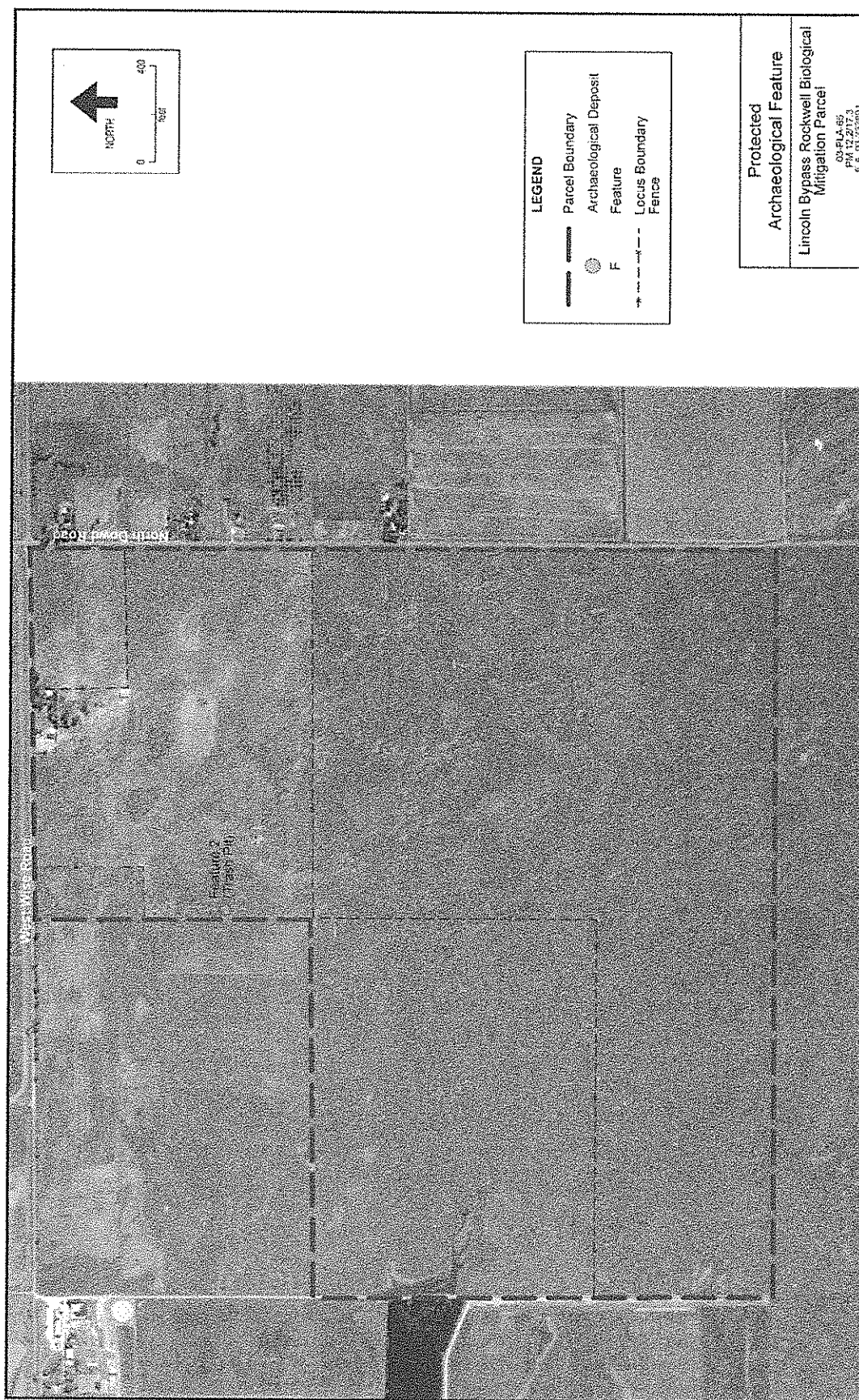
Additionally, it is possible that historical archaeological deposits exist beneath the standing and collapsed structures. Any actions involving impacts to the areas beneath the structures are required to comply with the federal and state laws listed above.

3.6.3. Management of Cultural Resources

Feature 2 is located in the southwest quadrant of the northeast quadrant of the Rockwell parcel away from the main ranch structures (Figure 5). It has been assumed eligible for the NRHP as well as for the CRHR for the purposes of the project as was previously agreed to by the SHPO. The feature will be protected as a result of its location away from the main ranch building and as an ESA.

Possible archaeological deposits may exist beneath the main ranch structures. If these structures are to be razed, an archaeological monitor must be present during the demolition. If an archaeological feature is identified, demolition will cease while the qualified monitor assesses the deposit. Demolition of the structure will not resume until approved by the archaeological monitor.

Figure 5: Protected Archaeological Feature



Chapter 4. Preserve Management

This section lays out the framework for successful, long-term management of the Preserve.

4.1. Opportunities and Constraints

4.1.1. Management Opportunities

The Preserve provides an opportunity to permanently protect and enhance regional wetlands and habitat functions and values. The property is large enough to provide meaningful wildlife habitat and to support an economically viable grazing operation. The property provides suitable habitat for a number of special status species, including vernal pool fairy shrimp, vernal pool tadpole shrimp, Swainson's hawks, northern harriers, white-tailed kites, and others. The management activities prescribed herein should benefit all of these species through enhancement and long-term preservation of high quality habitats.

The annual grasslands on the property appear to be well managed and in good condition with a healthy amount of thatch accumulation.

4.1.2. Limitation and Restrictions

4.1.2.1. CONFORMANCE WITH FEDERAL AND STATE ENDANGERED SPECIES ACT REQUIREMENTS

The Preserve supports at least one federally listed species, vernal pool fairy shrimp, and other federally listed species may also occur on the property. The State listed Swainson's hawk is also likely to occur in the area. These species are protected through provisions of the federal and California Endangered Species Acts. Management actions implemented on the Preserve must not result in the "take" of federally listed species without first consulting with the FWS (federal agencies) and obtaining a Biological Opinion, or obtaining a Section 10(a) "take" permit from FWS (nonfederal applicants). Take authorization is also required under Section 2081 of State Fish and Game Code for State-listed species. Take includes direct or indirect impacts to the species, and may also include loss or degradation of habitat. Implementation of the management plan is not expected to adversely affect any federal or State-listed species.

4.1.2.2. CONFORMANCE WITH CLEAN WATER ACT AND FISH AND GAME CODE REQUIREMENTS

Many activities in streams, lakes, and other bodies of water, including wetlands, are regulated by the Corps under Section 404 of the Clean Water Act (CWA) and by the California Department of Fish and Game (CDFG) under Sections 1600-1603 of the Fish and Game Code. Under Section 404, a permit is required from the Corps for any discharge of dredged or fill material into waters of the United States. On the Preserve, these waters include vernal pools, swales, and other seasonal wetlands.

Under Section 401 of the CWA, the State Water Resources Control Board must certify all activities requiring a 404 permit. The Regional Water Quality Control Board (RWQCB) regulates these activities and issues water quality certification for those activities requiring a 404 permit. In addition, the RWQCB has authority to regulate the discharge of “waste” into waters of the State pursuant to the Porter-Cologne Water Quality Control Act (P-C).

Implementation of the management plan is not expected to result in any discharge of fill material or “waste” regulated under the CWA.

CDFG, through provisions of the State of California Code of Regulations, is empowered to issue Agreements for any alteration of a river, stream, or lake where fish or wildlife resources may be substantially adversely affected. Streams (and rivers) are defined by the presence of a channel bed and banks, and at least an intermittent flow of water. It is not expected that CDFG will regulate any of the aquatic features on the Preserve site because they do not fall under the definition of a river, stream, or lake.

4.1.2.3. FUNDING LIMITATIONS

Funding for all management activities will be provided through payment of an endowment. The costs of management and amount of the endowment have been determined through a PAR, dated August 7, 2014 (see Chapter 5).

4.2. Management Objectives

The following management objectives have been developed to help achieve the goal for the Preserve:

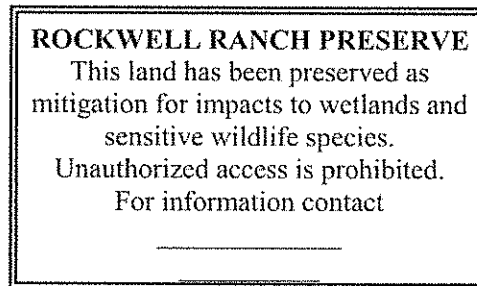
- Maintain the existing diversity of native vernal pool plant species within pools on the Preserve;
- Maintain the existing hydrologic regime (average depth and hydroperiod) in existing vernal pools on the Preserve;
- Maintain a healthy level of thatch (500-800 lbs/acre) within annual grassland vegetation on the Preserve;
- Maintain or reduce the cover of target nonnative invasive species within vernal pools and upland watersheds;
- Maintain viable populations of vernal pool fairy shrimp and vernal pool tadpole shrimp in suitable habitats on the Preserve.

4.3. Fencing and Signage

Fencing is a critical element of Preserve management. Fencing is necessary to exclude undesirable activities such as dumping, off-road vehicle activity, and trespass. Perimeter fencing and gates will be installed or repaired as needed by Caltrans (or Caltrans will fund the installment and repair) as

part of the initial capital improvements. Preserve management by the WHF will include regular inspection of fencing and gates and repair of any damage.

Signage is necessary to inform the general public of the sensitivity of the Preserve and that unauthorized trespass is prohibited. Signs can also help generate good will that may facilitate preserve management. Signs of approximately one foot by two feet in size will be placed along perimeter fencing at access points and at 1,000-foot intervals. Text on the signs will be similar to the example shown below:



WHF will provide and install the signs as part of the initial capital improvements. Signs will be posted within 120 days following approval of the conservation easement. WHF will maintain the signs in good condition. Any missing signs will be immediately replaced by WHF.

4.4. Roads and Access

Access to the Preserve will be limited in terms of persons authorized to have access and access routes. These elements are discussed below.

4.4.1. Authorized Persons

The persons listed below are authorized to have access to the Preserve. Before entering the property, notification should be provided to the WHF.

4.4.1.1. CALTRANS REPRESENTATIVES

Access to the Preserve is allowed to Caltrans representatives, including contractors and consultants managed by Caltrans or working on behalf of Caltrans. Access will be available until such time as title and all responsibility for the Preserve are turned over to the School District and WHF.

4.4.1.2. PRESERVE MANAGER

Access to the Preserve is allowed to authorize representatives of WHF and the School District, including consultants, contractors, or Farm Program students from the School District.

4.4.1.3. AGENCY STAFF

Access to the Preserve is allowed to representatives from the Corps of Engineers, Fish and Wildlife Service, and Department of Fish and Game. These agencies have imposed conditions on the Route 65 Lincoln Bypass project, including the preservation of vernal pool habitats on the Preserve.

4.4.2. Access Routes

Access to the Preserve will be limited, to the maximum extent possible. The primary access onto the preserve will be from the existing dirt driveway off of West Wise Road (see Figure 4). If it becomes necessary to move vehicles or other equipment onto areas of the Preserve not served by a designated access route for purposes of mowing, removing livestock, repairing fences, or other activities prescribed in this PMP, this access will be authorized in advance by the Preserve Manager.

4.5. Fire Suppression / Fuel Modification

Prescribed fuel modification zones may be created by mowing or other appropriate means in designated areas of the Preserve as necessary to prevent and control the spread of wildfires to adjacent structures or roadways. Fuel modification zones will be limited to the minimum width necessary to control the spread of fire. Under no circumstances will fuel modification zones be located through existing vernal pools.

4.6. Vegetation Management

In order to achieve many of the objectives for the Preserve, active vegetation management will be necessary. The upland watershed surrounding vernal pools is largely dominated by nonnative, annual grasses and forbs, although native species, primarily forbs, commonly occur. While it would be desirable to convert this nonnative annual grassland to the perennial native grassland that once dominated these areas, such a conversion is impracticable and beyond the scope of this management plan. Nevertheless, it is possible to keep the nonnative cover in check, encourage native grassland species, control highly invasive species, and minimize invasion of nonnative species into the vernal pools, through active vegetation management.

Particularly noxious nonnative species will receive more focused control efforts. These species are currently absent from the Preserve or occur in localized areas. Control of these species is discussed in Section 4.7.

Grazing and prescribed burns are the primary tools available for the management of grasslands that include vernal pools and swales. Mechanical equipment (e.g., mowing) and herbicides may also be used in localized, heavily weed-infested areas.

Grazing of cattle, horses, sheep, and goats, if carefully managed, can be an effective means of managing the annual grassland and encouraging native species. Careful management of grazing is critical in order to avoid habitat degradation. The long-term effects of grazing depend on the grazing animal, number of animals grazed, season of grazing, length of the grazing period, and site characteristics.

The primary invasive weed species of concern for vernal pools is mannagrass. The primary upland species of concern on the Preserve is medusahead. Other species of concern on the Preserve include yellow star thistle (*Centaurea solstitialis*) ripgut brome (*Bromus diandrus*) Bermuda grass (*Cynodon dactylon*) giant reed (*Arundo donax*) Himalaya blackberry (*Rubus discolor*), and tree-of-heaven (*Ailanthus altissima*). These species are present in low numbers and/or have a limited distribution on the preserve.

4.6.1. Key Management Species

4.6.1.1. MANNAGRASS

Mannagrass is a non-native species that has invaded naturally occurring vernal pools throughout the region during the last decade. This species is present, but not widespread, on the Preserve. This perennial grass spreads at a rapid rate once it has become established in vernal pools. Mannagrass displaces native vernal pool species and can develop a nearly 100 percent absolute cover within a few years. Mannagrass can be controlled through hand weeding where infestations are localized or through grazing. Chemical treatments with an EPA-approved herbicide can also be effective. Mannagrass blooms early and typically sets seeds in early spring, but the plant remains green well into the dry season and can also bloom late in the season. In order to reduce the seed set, this species will need to be grazed both early and late in the season.

4.6.1.2. MEDUSAHEAD

Medusahead, a non-native annual grass, has invaded grasslands in the Central Valley in the past several decades. Medusahead is common and widely distributed on the Rockwell preserve. Medusahead foliage and inflorescences contain large amounts of silica and are, therefore, relatively unpalatable to grazing animals. This results in a build-up of thatch (dead, undecomposed plant material) wherever medusahead occurs in high densities. Heavy thatch prevents other species from establishing, mainly as a result of insufficient sunlight reaching the ground. High cover by medusahead is an indicator of poor health of the annual grassland and need for management. In addition to grazing, burning in late spring or early summer is also an effective method to control medusahead.

4.6.2. Grazing Prescription

Grazing will be used as the primary method of vegetation management on the Rockwell Ranch Preserve. Properly managed grazing is an important tool for sustaining vernal pool habitat. In the absence of grazing or other suitable vegetation management strategies, pools can decline in size and diversity. Barry (1996) and Griggs (2000) describe invasions by exotic vegetation (star-thistle and medusahead) in the uplands and along the margins of vernal pools where grazing had been excluded for 15 years at the Vina Plains Preserve in Tehama County. Barry (1996) ascribes several adverse effects to vernal pools under non-grazed conditions. First, dense stands of ryegrass, medusahead and/or other non-native grasses and weed species may rapidly develop along pool edges, thereby replacing desirable native annuals. Second, dense stands of non-native grass and associated thatch can significantly reduce runoff into pools, increase infiltration, and increase evapo-transpiration losses. This can reduce the extent and length of pool inundation, thereby reducing suitability for native vernal pool plants. Third, a complete rest from grazing can reduce the number of micro-depressions created by hoof prints. Such micro-depressions can provide important bottom variability for sustaining a diversity of vernal pool plants. The Preserve has the potential for all of the above-described problems to develop under a non-grazed condition.

The Nature Conservancy recently carried out a large-scale replicated grazing study at Howard Ranch in eastern Sacramento County (Marty 2005). The results of that study indicated that continuous grazing between October 1 and June 30 was more effective at increasing relative native plant cover and native species richness (both plant species and aquatic invertebrates), and decreasing cover by exotic grasses, than wet season or dry season grazing alone. Ungrazed plots decreased significantly in native plant diversity and cover over the three-year monitoring period.

4.6.2.1. TYPE OF LIVESTOCK

Cattle are the preferred livestock for grazing vernal pool habitats for multiple reasons. Cattle have historically grazed the Preserve, and the native species and habitats that have persisted on the site have been sustained over many decades of cattle grazing. Sheep selectively graze forbs, whereas cattle will primarily graze grasses (Barry and Larson 2003), and invasive grasses are the primary impetus for vegetation management on the Preserve. Most of the native upland species in annual grasslands are forbs, whereas the dominant nonnative species throughout the site are grasses. Cattle are also more effective than sheep at breaking down and consuming thatch. The preference for cattle is also an issue of practicality: sheep are highly subject to predation and, as such, require constant monitoring and predator protection. For that and other reasons, sheep grazing programs are costly and not self-sustainable over the long-term, as the Grazing Operator would have to be paid to provide the sheep and paid additional fees for any sheep lost to predation. Cattle grazing, in contrast, typically generates revenue and is sustainable in perpetuity.

For these reasons, cattle will be used to implement the grazing prescription (however, the Preserve Manager retains the authority to selectively graze using goats and/or sheep where appropriate). A mix of age and sex classes of cattle will be used in the grazing program to maximize forage use efficiency. If it is determined during the grazing program that certain age classes of cattle are more or less desirable for meeting the vegetation management goals, the relative proportions will be changed as part of the adaptive management process.

4.6.2.2. SEASON OF USE

Managed grazing of cattle on the Preserve will occur between fall and early summer (October 1 through June 30), a typical grazing season for the Central Valley. In the Howard Ranch 3-year study, grazing continuously through this season increased native plant cover, native plant richness, and aquatic invertebrate richness relative to wet season grazing, dry season grazing, or no grazing (Marty 2005). If rainfall patterns (i.e. only early rainfall or low annual rainfall) cause forage levels to be low at the end of the season, the cattle may be removed early. Most cattle weight gain occurs after April 1st in the Central Valley (C. Witham, *pers. comm.*) because the annual grasses have increased growth and set seed in April and May. Removing cattle in April or May, rather than the end of June, results in significantly higher cover of annual exotic grasses and residual dry matter in the following season, suppressing the germination of native species. The length of the grazing season may be shortened in subsequent years, if residual dry matter (RDM) measurements at the end of the grazing season are lower than the anticipated level of 500-800 lbs/acre, or if other Preserve management objectives are not being met.

4.6.2.3. GRAZING ROTATION

At this time, it is not anticipated that fencing or grazing rotation will be necessary to encourage constant rates of grazing throughout the Preserve. During the dry season, there may not be any natural water sources on the Preserve, and at least one artificial water source will be necessary during the summer. The Preserve Manager will be responsible for obtaining portable water troughs.

Cattle will typically travel up to 1 mile to water, while the Preserve is about 1 mile across. Thus, the placement of water sources will help distribute grazing on the Preserve. Artificial water supplies will not be placed within 200 feet of vernal pools. The placement of salt licks and/or molasses protein licks will also influence the grazing patterns on the Preserve. Salt licks will be moved to sites strategically determined by the Grazing Operator and Preserve Manager on an annual basis, and will be rotated as needed to increase grazing pressure in areas that are undergrazed. Salt licks and protein supplements will not be placed within 200 feet of any vernal pools. The relatively flat topography should also help ensure adequate dispersal of cattle.

If it is determined at any time that these methods of dispersing cattle are not effectively achieving the vegetation management goals, the strategy will be modified on an adaptive management basis.

In future years, temporary fencing may also be used as necessary to further delimit grazing management zones if it is determined that this would aid in achieving the objectives of this plan. Alternative strategies that could be incorporated include regular herding and placement of additional water sources.

4.6.2.4. STOCKING RATES

The stocking rate for the Preserve is based on the production of forage material on site, which is highly variable from year to year and influenced by interactions between soils, slope, aspect, and most importantly, variations in timing and amount of rainfall. The site characteristics determine the average forage production values, but the climatic characteristics will determine the actual forage available in a particular year. Due to the highly variable nature of forage production, it is difficult to predict the true quantity of forage that will be available each year on a site. Consequently, grazing capacity can only be estimated. Monitoring of actual use and site conditions is important to adjust stocking rates appropriately.

The preliminary grazing capacity for the Preserve was estimated from the data in the Placer County Soil Survey (USDA 1980). Grazing capacity is based upon the amount of available forage material (or production) on a given site. The unit of measurement of available forage is “animal unit months” (AUM), which is defined as the amount of forage needed to support one adult cow, one horse, one mule, five sheep, or five goats for 30 days. This is equivalent to about 800 pounds of hay.

Based on estimates given in the Soil Survey for the predominant soil types on the Preserve, annual pasture yields range from approximately 1,000 pounds per acre in unfavorable years to 2,400 pounds per acre in favorable years. Production under “normal” conditions is about 1,800 pounds per acre. At Jepson Prairie in Solano County, annual pasture yield averages about 2,500 pounds per acre in upland areas with considerably lower production in swales and pools (Jepson Prairie Management Committee 1999). Sheila Barry (UCCE Cooperative Extension, Tehama, Glenn, and Colusa Counties) reports production of as little as 500 pounds per acre from vernal pool sites.

To achieve the vegetation management objectives for the Preserve, it is desirable to manage grazing pressure so that RDM at the end of the season is within the range of 500 to 800 pounds per acre (Barry 1996). The target RDM can be adjusted based on the condition of the range and success at meeting project objectives (e.g., control of medusahead and mannagrass). Assuming an estimated average production of about 1,800 pounds per acre annually for the soils on the Preserve in a normal year, and a RDM target of 700 pounds per acre at the end of the grazing season, one acre will yield about 1,100 pounds of available forage annually. A breakdown of AUMs available within the Preserve under different conditions is given in Table C. This is based on approximately 500 acres of available grazing land on the Preserve.

Table C: Estimated Production Values and Available AUMs

Conditions (annual rainfall)	Estimated Total Production (lbs./acre)	Minimum RDM at end of season (lbs./acre)	Annual Available Forage (lbs./acre)	Available AUM per acre	Potential AUM Available on Preserve (500 acres)	Number of AU over 9-Month Grazing Season
Favorable	2,400	700	1,700	2.1	1050	117
Average	1,800	700	1,100	1.4	700	78
Unfavorable	1,000	700	300	0.4	200	22

The productivity figures provided in Table C show that the ability of the site to support grazing varies significantly with annual rainfall (both timing and amount). Adjustments to the stocking rate will be made by the Preserve Manager based on annual forage production, results of monitoring, and other conditions. The relatively low stocking rates prescribed by this plan allow for a longer grazing season, with the cattle remaining on site through June to more effectively control many exotics. It is anticipated over the long-term that the vegetation management objectives will be achieved.

4.6.2.5. DETERMINING RDM

RDM will be sampled once annually at the end of the growing season (October). Initial measurement of RDM will be based on the actual dry weight of rooted plant material within a representative sample of grazed pasture. Reference photos will be developed based on these actual RDM measurements. Once the photos are available, RDM will be determined based on a comparative ranking method using the reference photos.

4.6.2.6. SUBSTITUTE FEED

Substitute feed (e.g. hay) may be necessary to provide sufficient protein for cattle over the course of the grazing season. The Preserve Manager will approve any sources of substitute feed and feeding locations at the beginning of each season. Substitute feed should be clean and free of noxious weed seed heads, such as yellow star thistle, so that the use of substitute feed does not introduce weeds to the site that are currently not abundant.

4.6.3. Prescribed Burning

The use of prescribed burns to control invasive nonnative weeds has been used extensively in California, including on vernal pool preserves such as Jepson Prairie. Prescribed burning is an excellent method of keeping nonnative grassland species in check, particularly medusahead, while potentially increasing the cover of native species that are better adapted to withstand the effects of fire.

Unfortunately, there are many constraints associated with burning, including approval of adjacent landowners, approval of fire authorities, and access and liability issues. Prescribed burns may only occur with the approval of the appropriate fire department, and as allowed by the Placer County Air Pollution Control District. Given these constraints, it is unlikely that controlled burns will be a viable management tool for the Preserve. Nevertheless, the following guidelines are provided should burning become an option in the future.

- Prescribed burns should be conducted when the buildup of thatch becomes excessive and/or medusahead exceeds 30 percent cover. At Jepson Prairie, preliminary evidence indicates that burning on a four-year rotation appears to be optimal for controlling non-native grasses and increasing native forbs;
- Prescribed burns should occur in early June to most effectively reduce medusahead; late afternoon burns are most effective in controlling medusahead because fires burn slowly and the moisture content in the seeds is higher, resulting in higher seed mortality (Furbish 1953, TNC 1988);
- Areas designated for prescribed burning in June should be temporarily fenced to exclude grazing in late March or early April to allow for buildup of fuel; fencing will remain in place around burn areas to exclude grazing the following year;
- Unburned control plots should be established for purposes of comparing the species composition in the burned and unburned plots in the years following the burn; and
- Areas to be burned should be accessible via truck (i.e. near designated access areas).

4.6.4. Mowing

Mowing may be used selectively to reduce thatch build-up in especially heavily weed-infested areas, or areas that are difficult to manage through grazing or controlled burns. Initially, mowing should be conducted each summer; frequency, timing, and mowing height may be adjusted based on growth rates and thatch build-up in order to achieve the equivalent of 500-800 RDM throughout the site.

If mowing is used as a vegetation management technique, the Preserve Manager will be responsible for carrying out mowing operations or will hire a qualified contractor to carry out this work. Mowing will be monitored by the Preserve Manager. As noted previously, the timing and frequency of mowing may be changed on an adaptive management basis to best meet vegetation management goals based on monitoring results.

Mowing (with or without collection of biomass) may also be used to create fuel breaks and as needed to mark access routes and maintain fuel modification zones within the Preserve.

4.6.4.1. MOWING WITH REMOVAL OF BIOMASS

In order to remove built up RDM and to promote the germination of native species in the fall, mowed clippings should be removed from the site. Clippings may be collected by using a hay baler, box scraper, or other similar mechanized methods. Use of a smaller mower with grass catcher, hand raking, or use of a high power vacuum to bag clippings after mowing may also be effective options. Regardless of the collection method, the clippings will be removed from the mowed area and disposed of. Potential problems with these methods include soil disturbance and compaction with large mechanized equipment or prohibitive costs associated with intensive hand labor. However, mowing with manual removal of biomass may be a feasible option for weed management of small areas.

4.6.4.2. MOWING WITHOUT REMOVAL OF BIOMASS

Another possible mowing strategy is to use a mulching flail mower, and leave the finely mulched clippings at the soil surface. Mulching will facilitate biodegradation compared with unmulched thatch. This strategy is more cost effective than mowing with removal of biomass; however, the mulch that would remain may affect soil temperatures and increase soil organic matter; further, thatch of medusahead and ryegrass may have allelopathic effects on native plant seedlings.

4.6.5. Herbicide Treatment

The use of herbicides within the Preserve will only be allowed for small, localized areas, where small populations of noxious weeds exist and can be eradicated through herbicide use, and where hand-removal of weeds would be ineffective. Spraying must avoid impacts on sensitive biological resources. The Preserve Manager will contract with a qualified herbicide applicator to conduct herbicide treatment and weed removal activities. The Preserve Manager will direct intensive weed removal activities by mapping dense weed infestations during annual quantitative vegetation monitoring visits.

To apply an unrestricted herbicide (e.g., Roundup Pro, Rodeo, etc.), the applicator must have a Pest Control Business License, which requires that at least one individual employed by the applicator be in possession of a Qualified Applicator's License (QAL). If a qualified applicator is not present during treatment, all applicators must have undergone documented herbicide application training. All licenses must be issued by the State of California, be registered in Placer County, and be of current status.

Only EPA approved, systemic herbicides (e.g., Roundup Pro) may be used. No additives (e.g., surfactants, spreaders, dyes) may be used. No pre-emergent herbicides may be used. No herbicides of any kind may be applied within 100 feet of any vernal pool. The following herbicide concentrations shall be used according to type of application required:

- Foliar Spray Application - minimum of a 2 percent solution;
- Foliar wick application - 33 percent solution;
- Stump Treatment - 100 percent solution.

Spraying may be conducted only when weather conditions are conducive to effective uptake of the herbicide by the targeted species (e.g., sunny, dry, and when plants are actively growing), and when wind conditions are appropriate to minimize herbicide drift (5 mph or less). During herbicide application, the applicator must protect all non-targeted species (e.g., native vegetation). Any non-target species lost due to intentional or unintentional application of herbicide should be replaced at the applicators expense, during the following planting season, at the direction of the Preserve Manager.

4.7. Invasive Plant Control

Control of exotic plant species that threaten California's wildlands will continue, as required, in perpetuity. The Preserve Manager will be responsible for control of invasive plants.

The preliminary list of the key invasive species to be controlled on the preserve is presented below. These species will be closely monitored and control efforts implemented as necessary. This list will be amended over time as appropriate.

Table D: Preliminary List of Key Invasive Plants to be Controlled on the Preserve

Common Name	Latin Name	Cal IPC Rating (threat)	Management Considerations
Tree of Heaven	<i>Ailanthus altissimus</i>	Moderate	Difficult to control once established; currently limited to north end of Preserve
Giant reed	<i>Arundo donax</i>	High	Highly invasive and difficult to control once established; currently limited to area along Wise Road
Yellow Star thistle	<i>Centaurea solstitialis</i>	High	Colonizes disturbed areas; localized distribution on Preserve
Bermuda grass	<i>Cynodon dactylon</i>	Moderate	Highly invasive and difficult to control once established; primarily limited to pastures near north end of Preserve
Himalayan blackberry	<i>Rubus discolor</i>	High	Currently limited to north and west fence lines
Milk thistle	<i>Silybum maritimum</i>	Limited	Typically localized distribution; good potential for control on the Preserve
Stinkwort	<i>Diurichia graveolens</i>	High	Very difficult to control once established.

4.7.1. Tree of Heaven

Tree of Heaven (also known as ailanthus, Chinese sumac, and stinking sumac) is a fast growing, nonnative deciduous tree, introduced from China in the late 1700's. This species is highly prolific (both from seed and vegetative reproduction) and quickly establishes into large thickets. This species also produces toxins that prevent the establishment of other native species. Best methods of control include foliage herbicide treatment, cutting or damaging the trunk followed by herbicide treatment, basal bark herbicide treatment, and digging or pulling up plants. Chemical control (glyphosate and Garlon 4) as a foliar application is most effective from June 15 - September 15. Basal bark herbicide treatment (used on trees with less than 6 inch diameter trunk) is most effective during late winter/early spring and in summer. Cutting or damaging the trunk (not completely cutting the tree trunk down), followed by herbicide treatment, is most effective in the summer. Cutting trees down and painting the cut stumps with herbicide is most effective if conducted during the growing season (through the end of summer). Herbicide treatment of the resprouts is typically required for several years to control this species. Small seedlings can be controlled by removing by hand.

4.7.2. Giant Reed

Giant Reed (wild cane), a tall, nonnative, perennial grass, was introduced into California in the early 1800's. This species quickly dominates in riversides and stream channels. Giant reed is able to dominate and outcompete native species due to its ability to spread quickly by rhizomes. The best method of giant reed control is through chemical treatment; mechanical control is only somewhat effective, since small fragments of root left in the soil quickly become reestablished. Chemical treatment with glyphosate applied as a foliar application or following cutting the stumps is effective. Burning can be effective in large stands if combined with follow-up herbicide treatments. Herbicide treatment of the resprouts with herbicide is required to control this species.

4.7.3. Yellow Star-thistle

Yellow star-thistle, a nonnative forb of European origin, was introduced to California around 1850 via South America. It is common in disturbed open areas on roadsides, rangeland, wildlands, hay fields, pastures, and waste areas. This species forms dense infestations and rapidly depletes soil moisture, preventing the establishment of other species. It is also poisonous to horses; however, sheep, goats, and cattle are not affected by this species. Best methods of yellow star-thistle control include mowing, grazing, burning, chemical treatment, and mulching; type of treatment will vary with density of population. Timing is critical for all treatments. Mowing should be conducted just after annual grasses begin to dry, and the yellow star-thistle is bud or early flower (no more than two percent of the flowers are in bloom); a follow-up mowing should be conducted again in four to six weeks. Intensive grazing should be conducted in late May and June. Burning should be conducted at

the end of the rainy season when flowers first appear, and at one to three times at about two week intervals. Chemical control (glyphosate) can be used during the bolting, spiny, and early flowering stages. Heavy mulching can be used to control small patches of yellow star-thistle.

4.7.4. Bermuda Grass

Bermuda grass is grown as a turfgrass or as forage for livestock, but it also can be an invasive weed. It was apparently introduced from Africa (not Bermuda) in 1751 and is widely spread throughout the southwest and southern United States. Bermuda grass is found in most areas of California at elevations below 3,000 feet and is common in gardens, landscapes, turf areas, orchards, roadsides, vineyards, and industrial areas. Hybrid varieties used as turf grasses do not produce seed, whereas common Bermuda grass produces seeds that remain viable in soil for at least two years. The Natural Resources Conservation Service reports that Bermuda grass has naturalized in 37 California counties.

It is generally not practicable to control Bermuda grass in natural areas on a large scale. On the Preserve, the distribution of Bermuda grass is limited to pasture areas near the north end of the property. Bermuda grass requires supplemental water during summer when it is actively growing. The discontinuation of pasture irrigation should help reduce the extent of Bermuda grass on the Preserve.

4.7.5. Himalayan Blackberry

Himalayan blackberry, a nonnative sprawling evergreen shrub, was introduced from western Europe into North America in 1885. This species grows along roadsides and pastures, but is most common in wetter areas along drainages. Plants spread both by seed and vegetatively, and Himalayan blackberry often forms dense monotypic stands in riparian areas. Best methods of control include removing above ground vegetation manually, mechanically, with burning, or with grazing, followed by herbicide treatment, or other repeated vegetative removal methods listed above. Chemical control is most effective if used in the fall. This species is also controlled by shading and flooding.

4.7.6. Milk Thistle

Milk thistle is a winter annual (biennial in dry habitats) that is typically found in disturbed locations. The ability to produce thousands of wind dispersed seed per plant gives this species the advantage of colonizing disturbed areas. Seed management is the primary method of control for these annual and biennial species. Mowing or cutting the floral stalk within two days of flowering of the terminal blooms, will significantly reduce the ability of the plant to produce seed or regenerate. Chemical treatment (glyphosate) is effective if initiated before the plants produce flowers or seed.

4.8. Miscellaneous Maintenance Activities

Other maintenance activities will be performed on an as needed basis. This includes collection and disposal of trash, dumped refuse, and other debris.

4.9. Prohibited and Restricted Activities

The primary purpose of the Preserve is to mitigate impacts to wetlands and endangered and threatened species. Consequently, any activities on the Preserve must be consistent with this purpose. The following activities, which may directly or indirectly impact wetlands or special status species or their habitats, are prohibited or restricted on the Preserve.

4.9.1. Unauthorized Access

Access to the Preserve by the general public will not be permitted. Access by persons other than those with specific authorization (See Section 4.4.1), or by vehicles or other equipment, will not be allowed except in the following circumstances: a) as allowed by existing easements; or b) for emergency purposes. The Preserve area will be completely fenced and gates will be kept locked. Signs posted around the perimeter of the Preserve will indicate that unauthorized trespass is prohibited.

4.9.2. Construction Activities

Construction activities not specifically authorized under this PMP will not be allowed on the Preserve including, but not limited to, the following: leveling, grading, excavation, or other earthwork; exploration or any other activities related to oil or mineral extraction; installation of utility or transmission lines; placement of any new buildings or other structures; or building of new roads or trails (except as required for maintenance and monitoring access).

4.9.3. Habitat Conversion

The conversion of the property from the existing habitat types, including removal alteration, or replacement of any existing native vegetation (unless part of otherwise authorized vegetation management activities) is prohibited.

4.9.4. Alteration of Hydrology

Any activity that may alter the hydrology of the Preserve, including the alteration or manipulation of any natural watercourse, wetland, or body of water, or any activity or use that is detrimental to water quality, including but not limited to degradation, pollution, or fill, is prohibited. This prohibition does not include otherwise authorized channel clearing and/or dredging for the purpose of enhancing or maintaining habitat values.

4.9.5. Dumping

The dumping, storage, or other disposal of refuse, trash, sewer sludge, or toxic or hazardous materials or chemicals is not permitted on the property. This prohibition includes the storage or disassembly of inoperable automobiles, trucks, farm equipment, or other machinery for the purposes of sale or storage.

4.9.6. Hunting and Fishing

Hunting and trapping of wildlife is not permitted with the exception of efforts to control animal populations deemed detrimental to habitat values by the Preserve Manager. Commercial or recreational hunting and fishing are prohibited.

4.9.7. Mosquito Abatement

Mosquito abatement activities are not anticipated on the Preserve. This includes the use of chemicals or introduced predators (mosquito fish) for control. If public health issues necessitate development and implementation of an abatement plan for the Preserve, the plan will be developed in coordination with the Corps and FWS.

4.9.8. Fire Abatement

Specific fuel modification zones will be established on the Preserve as described in Section 4.5. No additional fire abatement activities are necessary to prevent and control the spread of wildfires to adjacent structures or roadways.

4.9.9. Use of Chemicals

The use of pesticides, herbicides, fertilizers or other chemicals will not be allowed on the Preserve except as specifically authorized under this PMP.

4.10. Adaptive Management

Adaptive management is a systematic process for continually improving management strategies and practices by making adjustments in response to results obtained. The principle of adaptive management recognizes that the managed resources are dynamic systems and that the state of knowledge regarding natural resource management is constantly improving. In the context of preserve management, monitoring is undertaken to assess the progress of management activities toward achieving the stated management objectives. The collected information can then be used to improve management activities if change is warranted.

This PMP includes several adaptive management provisions to assure that the plan remains effective over the long term. These adaptive management provisions are summarized in the Table below.

Table E: Adaptive Management

Monitored Condition	Adaptable Management Activities	Management Variables	Feedback Mechanism
1. Native vegetation cover 2. Nonnative vegetation cover 3. Species diversity 4. Thatch buildup	1. Grazing 2. Prescribed Burns 3. Mowing 4. Herbicide Use	1. Stocking rates 2. Timing of grazing 3. Type of livestock 4. Timing of burns 5. Fuel load prior to burn 6. Timing and frequency of mowing 7. Cut height 8. Collect or leave mowed clippings 9. Herbicides used	1. Vegetation sampling 2. Qualitative observations 3. RDM measurements

Chapter 5. Budgets and Funding

This chapter provides detailed estimates of the initial capital improvements budget, annual management budget, and funding requirements. This information was derived through a PAR dated August 7, 2014. The complete PAR evaluation is included in Appendix C.

5.1. Capital Costs

Caltrans is responsible for all capital and other costs associated with establishment of the Preserve. Table F presents a breakdown of the estimated capital costs.

Table F: Initial & Capital Tasks and Costs

Item	Cost
Biotic Surveys	\$88,209.00
Habitat Maintenance	\$27,060.00
Office Maintenance	\$3,785.10
Operations	\$67,692.03
Public Services	\$7,590.00
Reporting	\$23,936.00
Site Construction/Maintenance	\$212,894.00
Administration	\$98,919.87
Total	\$530,086.00

5.2. Annual Management and Monitoring Budget

Table G presents the estimated annual budget for management of the Preserve “Ongoing Tasks and Costs” including maintenance and long term monitoring. These activities will be the responsibility of the Preserve Manager.

Table G: Annual Ongoing Tasks and Costs

Item	Cost
Biotic Surveys	\$6,177.60
Habitat Maintenance	\$7,590.00
Office Maintenance	\$1,261.70
Operations	\$11,369.60
Public Services	\$141.42
Reporting	\$9,814.20
Site Construction/Maintenance	\$10,112.66
Administration	\$11,152.12
Total	\$57,619.32

5.3. Funding Sources

Caltrans is responsible for funding an endowment adequate to cover the estimated annual management budget in perpetuity. Table H presents a summary of the expected revenue sources.

Table H: Funding Summary

Item	Cost
Initial & Capital Costs	\$530,086
Annual Ongoing Costs	\$57,619
Endowment to Produce Income of \$57,619	\$1,355,749
<i>Endowment per acre \$2,558</i>	
<i>Stewardship costs are based on 4.25% of Endowment Earnings per Year</i>	
<i>Ongoing management funding per year is \$57,619</i>	
<i>Resulting in a per acre per year cost of \$109</i>	
Initial & Capital Costs + Endowment = Total Funding Required	\$1,885,835

Chapter 6. Monitoring and Reporting

Long-term monitoring is required in order to determine the status and condition of the Preserve and whether prescribed management activities are effective in meeting the established objectives. This monitoring, which will continue in perpetuity, is the responsibility of WHF. Initial monitoring will consist of performing a baseline survey. So that WHF and Caltrans can be in agreement with the mitigation site's baseline conditions, Caltrans, as a concurring party, will review and concur with the baseline survey results at the time fee title is transferred. Monitoring is a key component of adaptive management, which will be an essential tool in the management program for the Preserve.

6.1. Purpose of Monitoring

Preserves placed under conservation easements are typically monitored periodically to assess changes from the baseline conditions of habitats and species present on the Preserve and adjacent lands. The purpose of monitoring is to 1) determine the overall status and condition of the Preserve; 2) identify whether current management methods are effective; 3) identify any shortcomings or new issues so that appropriate corrective actions can be taken; and 4) document management activities conducted on the Preserve. Parameters to be monitored include, but are not limited to, vegetation cover, species diversity, invasive species, fences and signage, trash removal, and vandalism.

Both quantitative monitoring (sampling) and qualitative monitoring (recording visual observations, taking photographs, etc.) will be performed.

6.2. Performance Criteria

The performance criteria for vernal pools and grasslands on the Preserve are given in Table I, below.

Table I: Performance Criteria

Parameter	Standards
Vernal Pools	
Vegetation	Percent cover of key indicator species ¹ is within 10% of baseline conditions.
	Number of vernal pool indicator species is within 10% of baseline conditions.
Hydrology	The hydrologic regime in vernal pools is within 10% of baseline conditions.
Special Status Species	The number of vernal pools supporting fairy shrimp and tadpole shrimp is within 10% of baseline conditions.
Upland Grasslands	
Vegetation	Percent cover of native species is within 10% of baseline conditions.
	Percent cover of target nonnative species is within 10% of baseline conditions.

6.3. Monitoring Methods and Schedule

6.3.1. Qualitative Inspections

Periodic inspections of the Preserve will be performed quarterly or at the discretion of the Preserve Manager. The purpose of qualitative monitoring is to document the overall condition of the Preserve. Qualitative monitoring will be conducted by meander surveys throughout the site. These inspections will include checking fencing and gates, and for vandalism, dumping, etc. These inspections will also include monitoring of grazing activity and proper placement of water sources, salt licks, etc. in accordance with the grazing lease. Periodic inspections will be documented in a log book. For each inspection, the minimum information to be logged will include date, monitor's full name, other personnel present (names, companies, etc.) area monitored, description of

¹ A list of key indicator species for vernal pools on the Rockwell Preserve will be compiled based on data collected during the initial year of monitoring and will include commonly occurring native species that are representative of the pools on the site.

any specific events or activities monitored or problems encountered, reference to accompanying photographs(s) if applicable, and recommended actions.

Qualitative monitoring will also include aerial photo documentation of overall site conditions. Non ortho-rectified aerial photos will be taken every 5 years.

6.3.2. Quantitative Monitoring [Preserve Manager]

Quantitative monitoring will be performed during the first year after recording the conservation easement in order to establish baseline condition, and will be repeated every 5 years thereafter (years 5, 10, 15, 20 etc.). Monitoring will include sampling of vernal pool water depth, vernal pool vegetation, vernal pool crustaceans, and upland grassland vegetation. Sampling will be based on a stratified random approach, which will assure that all areas of the Preserve are included in the samples.

The number of vernal pools to be sampled will be determined during the initial baseline surveys. At minimum, five pools from each stratification layer will be included in the samples. Additional pools will be sampled if the initial five pools are not considered adequate based on species/area relationships or similar method.

Hydrology will be monitored in the sampled pools through direct measurement of water depth in the deepest part of each pool. Sampling will occur five times during the rainy season and will be repeated every 5 years.

Quantitative vegetation sampling will be performed by a stratified random point-intercept method. For each sampled vernal pool, vegetation will be sampled from two transects in the center and two transects at the edges of the pool. This method will generate 80 data points (20 points per transect) from each sampled pool. The same pools will be sampled during each event, but sampling points will be randomly placed each time within these vegetation-hydrology stratifications. Data will be analyzed for comparison with the performance criteria given in Table I. Data will be analyzed in a timely manner in order to be used along with RDM measurements to determine if vegetation management strategies should be adjusted in subsequent years. Precipitation totals and patterns will be analyzed concurrently with vegetation cover data.

Vegetation in representative upland areas will also be monitored for cover and composition. Representative samples will include three to five samples from each soil type represented in the Preserve, for a total of about 12 to 20 samples. Collection will be accomplished by the point-intercept method described above.

RDM will be measured and recorded each year to determine whether stocking rates were effective at reducing thatch to the desired levels (See Section 4.6.2.5 for methods). Except for RDM data, which will be collected in September or October of each year, all vegetation data will be conducted in spring during the peak blooming season for vernal pool species (usually March-April).

Vernal pool crustaceans will be monitored by sampling the same pools selected for hydrology and vegetation sampling, described above, using the dip net transect method under the direction of FWS-permitted biologists. Sampling will be conducted three times during the rainy season and will be repeated every 5 years.

6.3.3. Photo Documentation

Photographs will be taken from preset photostations at key locations on the Preserve. Photographs will also be taken at random locations to document problems or occurrences (i.e., erosion, weed infestation locations before and after treatments, documentation of vegetation management events, etc.). Photographs will be digitized, annotated with photostation number (corresponding with accompanying photo key map) and date of photograph, and copied to CD format. CDs containing photos will be included in the monitoring reports.

6.3.4. Monitoring Schedule

Table J presents the recommended monitoring schedule for the Preserve.

Table J: Long-Term Monitoring Schedule

Task	Responsible Party	Monitoring Methods	Frequency
Qualitative Monitoring	Preserve Manager	Visual observation; photo documentation (as needed)	Quarterly or at discretion of Preserve Manager
		Aerial photos	Every 5 years
Quantitative Monitoring	Preserve Manager	Measure water depth five times during rainy season	Every 5 years
		Point-intercept vegetation sampling	Every 5 years
		Dip net surveys three times during rainy season	Every 5 years
		RDM Measurements	Annually

6.4. Reports

Annual reports will be prepared each year to describe the results of the Preserve monitoring. The annual reports will be completed by October 31 of each year. Each report will include the following items.

- A summary of the Preserve location and description
- A summary of the monitoring methods
- A list of the personnel who prepared the content of the annual report and/or participated in monitoring activities that year
- A discussion of the previous year's management activities, including grazing and other vegetation management, exotic plant control, and other activities
- A summary and analysis of the monitoring results, including an evaluation of site conditions
- Management recommendations, including discussion of areas with inadequate performance and recommendations for remedial action
- A discussion of modifications made to the monitoring methods
- Photo documentation of the preserve enhancement sites using photographs taken from predetermined photo documentation stations

Every 5 years, a more detailed report will be prepared that will include quantitative data and analysis and evaluation of performance in addition to the contents listed above.

All reports will be submitted to the following parties:

Corps of Engineers
Regulatory Branch
Attention: File No 199500363
1325 J Street
Sacramento, CA 95814

U.S. Fish and Wildlife Service
Attention: Field Office Supervisor
Ecological Services
2800 Cottage Way, Room W-2605
Sacramento, CA 95814

California Department of Fish and Game
Attention: Environmental Services Supervisor
1701 Nimbus Road
Rancho Cordova, CA 95670

Department of Transportation, District 3
Environmental Stewardship Chief
703 B Street, P.O. Box 911
Marysville, CA 95901

Chapter 7. References

- Barry, S.J. 1996. Managing the Sacramento Valley Vernal Pool Landscape to Sustain the Native Flora. Pages 236-240 in: C.W. Witham, E.T. Bauder, D. Belk, W.R. Ferren Jr., and R. Ornduff (eds.). Ecology, Conservation and Management of Vernal Pool Ecosystems - Proceedings from a 1996 Conference. California Native Plant Society, Sacramento, CA. 1998.
- Barry, S. and S. Larson. 2003. Managing for California's Native Grasslands. SERCAL's 10th Annual Conference, Materials for Grazing Workshop.
- Furbish, P. 1953. Control of medusahead on California Ranges. *Journal of Forestry* 51: 118-121.
- Griggs, Thomas F. 2000. Vina Plains Preserve: Eighteen Years of Adaptive Management. *Fremontia* 27:4 and 28:1. p. 48-51.
- Jepson Prairie Management Committee. 1999. Jepson Prairie Grazing Plan January 1999. Prepared for Solano County Farmlands and Open Space Foundation, Fairfield, CA: Solano land Trust.
- LSA Associates, Inc. 2007. Mitigation and Monitoring Proposal, Route 65 Lincoln Bypass, Placer County California. Prepared for Caltrans, District 3. June 2007.
- Marty, J. 2005. Effects of Cattle Grazing on Diversity in Ephemeral Wetlands. *Conservation Biology* 19:1626-1632
- Schinke, Kendall. 2008. Identification, Evaluation and Management of the Rockwell Ranch Parcel's Cultural Resources. Caltrans Memorandum, January 31, 2008.
- The Nature Conservancy. 1988. *Element Stewardship Abstract for Taeniatherum caput-medusae, Medusahead*. As found on <http://tncweeds.ucdavis.edu/esadocs/documnts/taencap.html>.
- USDA Soil Conservation Service. 1980. Soil Survey of Placer County, Western Part. USDA SCS in Cooperation with UC Agricultural experiment Station.

Appendix A Project Permits



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO CA 95814-2922

REPLY TO
ATTENTION OF

October 19, 2007

Regulatory Branch: SPK-1995-363-CT (199500363)

Jess Avila, Project Manager, California Department of Transportation, District 2, 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833

Dear Mr. Avila:

We are enclosing your copy of Department of the Army Permit SPK-1995-363-CT (199500363). Please note you are only authorized to complete the work described in the permit.

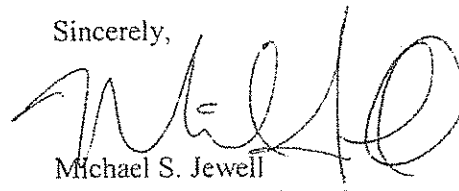
If you sell the property associated with this permit, the terms and conditions of this permit will continue to be binding on the new owner. To validate the transfer of this permit, have the succeeding party sign the permit transfer section at the end of the permit and forward a copy to this office, along with their printed name, address, telephone number, and other contact information.

The time limit for completing the work is specified in General Condition 1. If the work will not be completed prior to that date, you may request a time extension. Your request for an extension must be received by this office for consideration at least 30 days before the time limit date.

We appreciate your feedback. At your earliest convenience, please complete our customer survey at http://www.spk.usace.army.mil/customer_survey.html. Your passcode is "yastrzemski".

Please refer to identification number SPK-1995-363-CT (199500363) in any correspondence concerning this project. If you have any questions, please contact Laura Whitney-Tedrick at our Sacramento Valley Office, 1325 J Street, Room 1480, email Laura.A.Whitney-Tedrick@usace.army.mil, or telephone 916.557.7455. You may also use our website: www.spk.usace.army.mil/regulatory.html.

Sincerely,



Michael S. Jewell
Chief, Regulatory Branch

Enclosures

DEPARTMENT OF THE ARMY PERMIT

Permittee: Jess Avila
Project Manager
Department of Transportation
District 3
2389 Gateway Oaks Drive, Suite 100
Sacramento, California 95833

Permit Number: SPK-1995-363-CT (199500363)

Issuing Office: U.S. Army Engineer District, Sacramento
Corps of Engineers
1325 "J" Street
Sacramento, California 95814-2922

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below. A notice of appeal options is enclosed.

Project Description:

The Lincoln Bypass project involves construction of a 12.8-mile, four-lane bypass with a 78 foot median and a minimum right of way width of 300 feet, on a raised roadway prism created with approximately 3.5 million cubic yards of imported fill. The project includes 14 bridges, some of which will require piers/bents within jurisdictional waters. In addition, frontage roads and an overcrossing will provide access to properties that would otherwise be landlocked and construction of the bypass requires that in-ground and overhead utilities be relocated at various locations throughout the project area. Construction activities include associated utility work includes trenching and boring for in ground utilities, and excavation to remove and replace power poles for overhead utilities.

The overall project footprint is approximately 860-acres. The project permanently impacts 30.14-acres of waters of the United States, including wetlands, in or adjacent to North and South Ingram Slough, Auburn Ravine, Markham Ravine, Airport Creek, Coon Creek, and three forks of Yankee Slough. Except for Yankee Slough, which is tributary to the Bear River, these drainages are all intercepted by the Eastside Canal, which drains to the Cross Canal and ultimately to the Sacramento River. Indirect impacts to approximately 31.10-acres of waters of the United States, including wetlands are also authorized for the proposed project.

Additionally, 180-acres of the 514-acres on the Rockwell property will be protected with a conservation easement that meets the criteria identified in the LEDPA, D13 North Modified with Conservation Easements. The sections of the Rockwell Property being used to fulfill the LEDPA conservation easement condition are "separate and distinct" from the other areas on the property, which are being used as compensatory vernal pool-wetland mitigation for the project's compliance with the Endangered Species Act.

All work is to be completed in accordance with the attached plans.

Project Location:

The project is located about 40.3 km (25 miles) north of Sacramento, in western Placer County. The proposed modification of existing Route 65 entails construction of a four-lane bypass on a new alignment around (to the west of) the City of Lincoln. The project begins approximately 0.3-miles south of the intersection of existing State Route 65 and Industrial Avenue. The alignment proceeds in a westerly direction crossing over Industrial Ave and the Union Pacific Transportation Company's tracks. The alignment then bisects Moore Road and intersects Nelson Lane before turning to the north crossing Nicolaus Road, which is west of the Lincoln Airport. The alignment continues in a northerly direction for approximately 3.5 miles and parallels Dowd Road before swinging in the northwest direction crossing Dowd Road approximately 300-feet north of Dalby Road. The alignment continues in a northwest direction, the alignment intersects Riosa Road and rejoins the existing State Route 65 at Post Mile R12.0 just south of Bear River at Post Mile R23.8.

The project area includes all or portions of Township 13N, Range 5E, Sections 10, 11, 13, 14, 15, 23, 24, 25, 26, 35, and 36; Township 13N, Range 6E, Section 31; Township 12N, Range 5E, Sections 1, 12, and 13; and Township 12N, Range 6E, Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 27, and 28, MDB&M, near the City of Lincoln, in Placer County, California.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on **October 1, 2012**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. The document entitled, "Mitigation and Monitoring Proposal, Route 65 Lincoln Bypass, Placer County, California", dated June 2007, is incorporated by reference as a condition of this authorization except as modified by the following special conditions:
2. This Corps permit does not authorize you to take an endangered species, in particular Vernal Pool Fairy Shrimp (*Branchinecta lynchi*), Conservancy Fairy Shrimp (*Branchinecta conservatio*), Vernal Pool Tadpole Shrimp (*Lepidurus packardii*), Valley Elderberry Longhorn Beetle (*Desmocerus californicus dimorphus*), Central Valley Steelhead (*Oncorhynchus mykiss*) or designated critical habitat. In order to legally take a listed species, you must have separate authorization under the Endangered Species Act (e.g., an Endangered Species Act Section 10 permit, or a Biological Opinion under Endangered Species Act Section 7, with "incidental take" provisions with which you must comply). The enclosed Fish and Wildlife Service Biological Opinion (1-1-07-F-0324), dated September 24, 2007, and the National Marine Fisheries Service Concurrence Letter (2007/00585), dated February 20, 2007, contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with "incidental take" that is also specified in the Biological Opinion. Your authorization under this Corps permit is conditional upon your compliance with all of the mandatory terms and conditions associated with "incidental take" of the attached Biological Opinion, which terms and conditions are incorporated by reference in this permit. Failure to comply with the terms and conditions associated with incidental take of the Biological Opinion, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute non-compliance with your

Corps permit. To insure your project complies with the Magnuson-Stevens Fishery and Consultation Act, you must implement all of the mitigating measures and Essential Fish Habitat Recommendations identified in the above National Marine Fisheries document, including those ascribed to the Corps therein. Both the Fish and Wildlife Service and National Marine Fisheries Service are the appropriate authorities to determine compliance with the terms and conditions of its Biological Opinion and the Letter of Concurrence, and with the Endangered Species Act. The permittee must comply with all conditions of this Biological Opinion and the Letter of Concurrence, including those ascribed to the Corps.

3. To mitigate for the loss of 30.14-acres of waters of the United States and indirect effects to 31.10-acres of waters of the United States, you shall, prior to May 31, 2008:

- a. Purchase 7.53 credits of from the Orchard Creek Conservation Bank;
- b. Purchase 14.00 credits of vernal pool preservation from the Mariner Ranch Conservation Bank;
- c. Preserve 31.15-acres of vernal pools at the Rockwell Mitigation Site;
- d. Preserve 11.06-acres of vernal pools at the Aitken Ranch Mitigation Site;
- e. Construct 10.72-acres of vernal pools at the Aitken Ranch Mitigation Site;
- f. Purchase 10.85 credits of constructed seasonal marsh at Beach Lake mitigation bank;
- g. Construct 4.95 acres of freshwater marsh at the Aiken Ranch mitigation site; and
- h. Preserve 1.80 acres of Auburn Ravine at Aiken Ranch;

4. Prior to September 30, 2011, you shall restore approximately 2.86-acres of waters of the United States at the site of approved crossings within approved project site, which include Sough Ingram Slough, North Ingram Slough, Auburn Ravine, Markam Ravine, Airport Creek, Coon Creek, Big Yankee Creek. In addition, you shall restore approximately 2.06-acres of mixed riparian forest habitat at Auburn Ravine and Coon Creek.

- a. You shall develop a final comprehensive mitigation and monitoring plan for the restoration of this approximately 2.86-acres of waters of the United States, which must be approved by the Army Corps of Engineers, by May 31, 2008. The plan shall include mitigation location and design drawings, vegetation plans, including target species to be planted, and final success criteria, presented in the format of the Sacramento District's Habitat Mitigation and Monitoring Proposal Guidelines, dated December 30, 2004.

5. You shall establish and maintain, in perpetuity, a 317-acre preserve at Aitken Ranch and a 514-acre preserve at the Rockwell site containing in total, 57.88 acres of created, avoided, and preserved waters of the United States. The purpose of these preserves is to insure that functions and values of the aquatic environment are protected.

6. To insure that the preserve is properly managed, you shall develop specific and detailed preserve management plans for the on-site and off-site mitigation, preservation, and avoidance areas. These plans shall be submitted to and specifically approved, in writing, by the Corps of Engineers prior to May 31, 2008. This plan shall describe in detail any activities that are proposed within the preserve area(s) and the long term funding and maintenance of each of the preserve areas.

7. To protect the integrity of the preserves and avoid unanticipated future impacts, no roads, utility lines, trails, benches, equipment or fuel storage, grading, firebreaks, mowing, grazing, planting, discing, pesticide use, burning, or other structures or activities shall be constructed or occur within the on-site and off-site mitigation, preservation, and avoidance areas without specific, advance written approval from the Corps of Engineers.

8. In no case shall initiation of the construction of compensatory mitigation be delayed beyond May 31, 2011. Construction of compensatory mitigation shall be completed no later than September 30, 2011.

9. To insure that mitigation is completed as required, you shall notify the District Engineer of the start date and the completion date of the mitigation construction, in writing and no later than ten (10) calendar days after each date.
10. To provide a permanent record of the completed mitigation work, you shall provide two complete sets of as built of the completed work for all off-site mitigation and preservation areas to the Corps of Engineers. The as built shall indicate changes made from the original plans in indelible red ink. These as built shall be provided to this office no later than 60 days after the completion of construction of the mitigation area wetlands.
11. To assure success of the preserved and created waters of the United States, you shall monitor compensatory mitigation, avoidance, and preservation areas for five years or until the success criteria described in the approved mitigation plan are met, whichever is greater. This period shall commence upon completion of the construction of the mitigation wetlands. Additionally, continued success of the mitigation wetlands, without human intervention, must be demonstrated for three consecutive years, once the success criteria have been met. The mitigation plan will not be deemed successful until this criterion has been met.
12. You shall submit monitoring reports to this office for each year of the five-year monitoring period, and for each additional year, if remediation is required, by October 1 of each year. You shall submit an additional monitoring report at the end of the three-year period demonstrating continued success of the mitigation program without human intervention.
13. Prior to May 31, 2008, you shall, to insure long-term viability of mitigation, preservation, and avoidance areas:
- Establish fully-funded endowments to provide for maintenance and monitoring of on-site and off-site mitigation, preservation, and avoidance areas.
 - Designate an appropriate conservation-oriented third part entity to function as preserve manager and to hold the required conservation easements.
 - Record permanent conservation easements maintaining all mitigation, preservation, and avoidance areas as wetland preserve and wildlife habitat in perpetuity. Copies of the proposed conservation easement language shall be provided to the Corps of Engineers for approval prior to recordation.
 - Provide copies of the recorded documents to the Corps of Engineers prior to May 31, 2008.
14. All terms and conditions of the May 9, 2007 Section 401 Water Quality Certification are expressly incorporated as conditions of this permit.
15. You shall design and construct all crossings of waters of the United States to retain a natural substrate where appropriate, and to accommodate all reasonably foreseeable expected high flows. Specific detailed plans for these crossings shall be submitted to and approved by the Corps of Engineers prior to implementation.
16. You must allow representatives from the Corps of Engineers to inspect the authorized activity and any mitigation, preservation, or avoidance areas at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.
17. Your responsibility to complete the required compensatory mitigation as set forth in **Special Conditions 3 and 4** will not be considered fulfilled until you have demonstrated mitigation success and have received written verification from the U.S. Army Corps of Engineers.

Further Information:

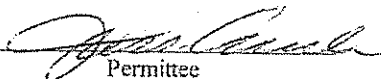
1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
- ☐ Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
 - ☒ Section 404 of the Clean Water Act (33 U.S.C. 1344).

- () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
2. Limits of this authorization.
- a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant.
- Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

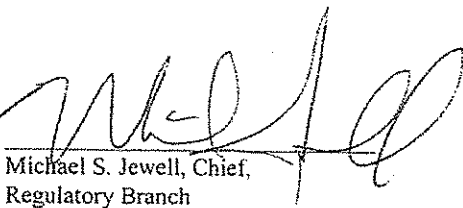
6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.


Permittee

10-18-2007
Date

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.


Michael S. Jewell, Chief,
Regulatory Branch

10/19/2007
Date

(For the District Engineer)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

Transferee

Date



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO CA 95814-2922

REPLY TO
ATTENTION OF

September 30, 2008

Regulatory Division (SPK-1995-00363)

Ms. Karen Thomas
Environmental Management
Department of Transportation, District 3
2389 Gateway Oaks Drive, Suite 100
Sacramento, California 95833

Dear Ms. Thomas:

We are responding to your August 4, 2008 request to modify your Department of the Army permit number SPK-1995-00363. The permit was issued on October 19, 2007 for the Highway 65 Lincoln Bypass project. The project area includes all or portions of Township 13N, Range 5E, Sections 10, 11, 13, 14, 15, 23, 24, 25, 26, 35, and 36; Township 13N, Range 6E, Section 31; Township 12N, Range 5E, Sections 1, 12, and 13; and Township 12N, Range 6E, Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 27, and 28, MDB&M, near the City of Lincoln, in Placer County, California.

The modification request involves changes to special conditions 1, 2, 4, 4a, 6, 13, and 14, as well as changes to the project description to include the relocation of an existing irrigation pumping facility in Auburn Ravine that would be disrupted by construction of the new highway.

Permit number SPK-1995-00363 is hereby modified as follows:

Project Description:

The Lincoln Bypass project will also include the relocation of the Scheiber pumping facility. Work will consist of installing a 12-inch stainless steel well screen in Auburn Ravine, approximately 5-feet below the stream bottom and install a pipe connecting the well screen to a canned vertical turbine pump which will be located beyond the bank of Auburn Ravine. The discharge piping from the vertical turbine pump will then be piped underground to a location approximately 55-feet east of the pump location. At this location a casing will be bored and jacked 5- to 6-feet below the streambed of Auburn Ravine to a location approximately 35-feet beyond the north stream bank to deliver the irrigation water to the other side of Auburn Ravine.

Special Conditions:

1. The documents entitled, "Mitigation and Monitoring Proposal, Route 65 Lincoln Bypass, Placer County, California", dated June 2007, and the "Addendum to the Lincoln Bypass Mitigation Monitoring Plan, Summary of Proposed Best Management Practices at Hwy 65, Lincoln Bypass Bridge Crossings", dated June 26, 2008, are incorporated by reference as a condition of this authorization except as modified by the following special conditions:

2. This Corps permit does not authorize you to take an endangered species, in particular Vernal Pool Fairy Shrimp (*Branchinecta lynchi*), Conservancy Fairy Shrimp (*Branchinecta conservatio*), Vernal Pool Tadpole Shrimp (*Lepidurus packardii*), Valley Elderberry Longhorn Beetle (*Desmocerus californicus dimorphus*), Central Valley Steelhead (*Oncorhynchus mykiss*), Chinook salmon (*Oncorhynchus tshawytscha*) or designated critical habitat. In order to legally take a listed species, you must have

separate authorization under the Endangered Species Act (e.g., an Endangered Species Act Section 10 permit, or a Biological Opinion under Endangered Species Act Section 7, with "incidental take" provisions with which you must comply). The Fish and Wildlife Service Biological Opinion (1-1-07-F-0324), dated September 24, 2007, and the National Marine Fisheries Service Concurrence Letters (2007/00585), dated February 20, 2007, and (2008/03576), dated September 11, 2008 contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with "incidental take" that is also specified in the Biological Opinion. Your authorization under this Corps permit is conditional upon your compliance with all of the mandatory terms and conditions associated with "incidental take" of the referenced Biological Opinion, which terms and conditions are incorporated by reference in this permit. Failure to comply with the terms and conditions associated with incidental take of the Biological Opinion, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute non-compliance with your Corps permit. To insure your project complies with the Magnuson-Stevens Fishery and Consultation Act, you must implement all of the mitigating measures and Essential Fish Habitat Recommendations identified in the above National Marine Fisheries documents, including those ascribed to the Corps therein. Both the Fish and Wildlife Service and National Marine Fisheries Service are the appropriate authorities to determine compliance with the terms and conditions of its Biological Opinion and the Letters of Concurrence, and with the Endangered Species Act. The permittee must comply with all conditions of this Biological Opinion and the Letters of Concurrence, including those ascribed to the Corps.

4. To mitigate for temporary impacts to 2.86-acres of waters of the United States you shall debit 1.43-acres of seasonal wetland habitat credits and 1.03-acres of mixed riparian forest/oak woodland habitat credits from Caltrans' Beach Lake Mitigation Bank (BLMB). Furthermore, in accord with Caltrans' best management practices, you shall restore all disturbed work areas to mitigate for on-site indirect impacts to waters of the United States, as identified in the Addendum to the Lincoln Bypass Mitigation Monitoring Plan, "Summary of Proposed Best Management Practices at Hwy 65, Lincoln Bypass Bridge Crossings", dated June 26, 2008.

4a. Special Condition Deleted

6. To insure that the preserve is properly managed, you shall develop specific and detailed preserve management plans for the on-site and off-site mitigation, preservation, and avoidance areas. These plans shall be submitted to and specifically approved, in writing, by the Corps of Engineers prior to May 31, 2009. This plan shall describe in detail any activities that are proposed within the preserve area(s) and the long term funding and maintenance of each of the preserve areas.

13. Prior to May 31, 2009, you shall, to insure long-term viability of mitigation, preservation, and avoidance areas:

a. Establish fully-funded endowments to provide for maintenance and monitoring of on-site and off-site mitigation, preservation, and avoidance areas.

b. Designate an appropriate conservation-oriented third part entity to function as preserve manager and to hold the required conservation easements.

c. Record permanent conservation easements maintaining all mitigation, preservation, and avoidance areas as wetland preserve and wildlife habitat in perpetuity. Copies of the proposed conservation easement language shall be provided to the Corps of Engineers for approval prior to recordation.

d. Provide copies of the recorded documents to the Corps of Engineers prior to May 31, 2009.

14. All terms and conditions of the September 26, 2008 amended Section 401 Water Quality Certification are expressly incorporated as conditions of this permit.

All other terms and conditions of the permit remain in full force and effect. Failure to comply with the terms and conditions of this authorization may result in the suspension or revocation of your permit.

Please refer to identification number SPK-1995-00363 in any correspondence concerning this project. If you have any questions, please contact Ms. Leah Fisher at our California North Branch, 1325 J Street, Room 1480, Sacramento, California 95814 email leah.m.fisher@usace.army.mil, or telephone 916-557-6639. You may also use our website: www.spk.usace.army.mil/regulatory.html.

Sincerely,



Nancy A. Haley
Chief, California North Branch

Copy Furnished:

Mr. Bill Orme, Chief, Water Quality Certification Unit, State Water Resources Control Board, 1001 I Street, Sacramento California 95814-2828

Mr. Chris Collison, California Department of Transportation, Resource Biologist, North Region, 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833

Ms. Eva Begley, California Department of Transportation, Environmental Planning/Resources Liaison, North Region, 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833-4246

Ms. Maria Rea, Regional Administrator, Sacramento Area Office, National Marine Fisheries Service, 650 Capitol Mall, Suite 8-300, Sacramento, California 95814-4708

Mr. Peter Cross, U.S. Fish and Wildlife Service, Endangered Species Division, 2800 Cortage Way, Suite W2605, Sacramento, California 95825-3901

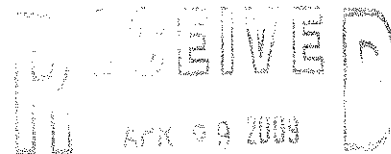
Ms. Sandy Morey, California Department of Fish and Game, 1701 Nimbus Road, Rancho Cordova, California, 95670-4503



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO CA 95814-2922

April 15, 2009



REGULATORY DIVISION
USACE, SACRAMENTO

Regulatory Division (SPK-1995-00363)

Ms. Karen Thomas
Environmental Management
Department of Transportation, District 3
2389 Gateway Oaks Drive, Suite 100
Sacramento, California 95833

Dear Ms. Thomas:

We are responding to your April 7, 2009 request to modify your Department of the Army permit number SPK-1995-00363. The permit was issued on October 19, 2007 for the Highway 65 Lincoln Bypass project. The project area includes all or portions of Township 13N, Range 5E, Sections 10, 11, 13, 14, 15, 23, 24, 25, 26, 35, and 36; Township 13N, Range 6E, Section 31; Township 12N, Range 5E, Sections 1, 12, and 13; and Township 12N, Range 6E, Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 27, and 28, MDB&M, near the City of Lincoln, in Placer County, California.

The modification request involves changes to special conditions 6, 13, and 13 (d).

Permit number SPK-1995-00363 is hereby modified as follows:

6. To insure that the preserve is properly managed, you shall develop specific and detailed preserve management plans for the on-site and off-site mitigation, preservation, and avoidance areas. These plans shall be submitted to and specifically approved, in writing, by the Corps of Engineers prior to March 31, 2010. This plan shall describe in detail any activities that are proposed within the preserve area(s) and the long term funding and maintenance of each of the preserve areas.

13. Prior to March 31, 2010, you shall, to insure long-term viability of mitigation, preservation, and avoidance areas:

a. Establish fully-funded endowments to provide for maintenance and monitoring of on-site and off-site mitigation, preservation, and avoidance areas.

b. Designate an appropriate conservation-oriented third part entity to function as preserve manager and to hold the required conservation easements.

c. Record permanent conservation easements maintaining all mitigation, preservation, and avoidance areas as wetland preserve and wildlife habitat in perpetuity. Copies

of the proposed conservation easement language shall be provided to the Corps of Engineers for approval prior to recordation.

d. Provide copies of the recorded documents to the Corps of Engineers prior to March 31, 2010.

All other terms and conditions of the permit remain in full force and effect. Failure to comply with the terms and conditions of this authorization may result in the suspension or revocation of your permit.

Please refer to identification number SPK-1995-00363 in any correspondence concerning this project. If you have any questions, please contact Ms. Leah Fisher at our California North Branch, 1325 J Street, Room 1480, Sacramento, California 95814 email leah.m.fisher@usace.army.mil, or telephone 916-557-6639. You may also use our website: www.spk.usace.army.mil/regulatory.html.

Sincerely,



Nancy A. Haley
Chief, California North Branch

Copy Furnished:

Mr. Bill Orme, Chief, Water Quality Certification Unit, State Water Resources Control Board, 1001 I Street, Sacramento California 95814-2828

Mr. Chris Collison, California Department of Transportation, Resource Biologist, North Region, 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833

Ms. Eva Begley, California Department of Transportation, Environmental Planning/Resources Liaison, North Region, 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833-4246

Ms. Maria Rea, Regional Administrator, Sacramento Area Office, National Marine Fisheries Service, 650 Capitol Mall, Suite 8-300, Sacramento, California 95814-4708

Mr. Peter Cross, U.S. Fish and Wildlife Service, Endangered Species Division, 2800 Cottage Way, Suite W2605, Sacramento, California 95825-3901

Ms. Sandy Morey, California Department of Fish and Game, 1701 Nimbus Road, Rancho Cordova, California, 95670-4503



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Sacramento Fish and Wildlife Office
2800 Cottage Way, Room W-2605
Sacramento, California 95825-1846



In reply refer to:
1-1-04-F-0119

FEB 2 2005

Mr. Gene Fong
Division Administrator
Federal Highway Administration
U.S. Department of Transportation
650 Capitol Mall, Suite 4-100
Sacramento, California 95814

Subject: Section 7 Consultation for the Proposed Route 65 Lincoln Bypass Project
Placer County, California

Dear Mr. Fong:

This is in response to the Federal Highway Administration's (FHWA) request for formal consultation with the U.S. Fish and Wildlife Service (Service) on the proposed Route 65 Lincoln Bypass project (proposed project) in Placer County, California. Your May 10, 2004, request was received in our office on May 13, 2004. This document represents the Service's biological opinion on the effects of the action on the federally threatened valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) (beetle), the federally endangered vernal pool tadpole shrimp (*Lepidurus packardii*) and threatened vernal pool fairy shrimp (*Branchinecta lynchei*) (vernal pool crustaceans), and designated critical habitat for the vernal pool fairy shrimp, in accordance with section 7 of the Endangered Species Act of 1973, as amended (Act).

The findings and recommendations in this consultation are based on: (1) a January 21, 2005, letter from FHWA to the Service, providing comments on the draft biological opinion; (2) the November 2004 *Draft Mitigation and Monitoring Proposal for Route 65 Lincoln Bypass, Placer County, California* (MMP), prepared by LSA Associates (LSA), the consultant; (3) the September 7, 2004, letter from FHWA to the Service requesting initiation of formal consultation on proposed project; (4) the August 2004 *Supplement to Biological Assessment for U.S. Fish and Wildlife Service Consultation: Route 65 Lincoln Bypass, Placer County* (Supplement), prepared by LSA; (5) a June 22, 2004, site visit conducted by representatives of the Service, the California Department of Transportation (Caltrans), FHWA, LSA, and Placer County Transportation Planning Authority (County); (6) the May 2004 *Indirect and Cumulative Impact Analysis for Lincoln Bypass—State Route 65, Placer County, California* document, prepared by Caltrans; (7) the *Route 65 Lincoln Bypass Biological Assessment* (Biological Assessment), dated February 2004, revised April 2004, prepared by LSA; (8) meetings, electronic mail (email)

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correspondence, and telephone conversations between representatives of the Service, FHWA, Caltrans, and LSA; (9) the November 14, 2001, *Draft Environmental Impact Statement/Report and 4(f) Evaluation for Lincoln Bypass, Placer County, State Route 65* (DEIS/R), prepared by Caltrans; (10) the November 18, 1999, *Route 65 Lincoln Bypass Natural Environmental Study Report*, prepared by Caltrans; and (11) other information available to the Service.

Consultation History

February 26, 2004. Caltrans submitted a letter to the Service requesting our review of the enclosed draft Biological Assessment. The Service received this letter and enclosures on March 1, 2004.

March 17, 2004. The Service submitted a letter to Caltrans (Service file number 1-1-04-I-1062), providing our comments and suggestions on the draft Biological Assessment.

April 28, 2004. Kelly Fitzgerald and Ken Sanchez of the Service attended a meeting at Aitken Ranch, Placer County. This meeting included representatives of the Service, U.S. Army Corps of Engineers (Corps), California Department of Fish and Game (CDFG), Wildlands, Inc., Caltrans, and FHWA. Wildlands, Inc. and Caltrans discussed the use of Aitken Ranch as a possible site to offset the effects of the proposed project on vernal pool habitat crustacean habitat.

April 30, 2004. Caltrans submitted a letter to the Service, providing responses to our comments on the draft Biological Assessment.

May 4, 2004. Representatives of the Service, FHWA, Caltrans, and LSA met to discuss the proposed project. Caltrans provided the Service with copies of the DEIS/R and a report analyzing the indirect and cumulative effects of the proposed project. Participants discussed additional information that was needed to complete the formal consultation initiation package.

May 10, 2004. FHWA submitted a letter to the Service requesting the initiation of formal consultation on the proposed project. Enclosed was a revised Biological Assessment. The Service received the letter and enclosure on May 13, 2004.

May 24, 2004. The Service submitted a letter to FHWA requesting additional information on the proposed project (Service file number 1-1-04-I-1770). Requested information included: (1) a projected timeline for project construction; (2) a quantification of acreages of the proposed project footprint; (3) an identification, quantification, and analysis of the effects of the fill source; (4) a revision of the analysis guidelines used to analyze direct and indirect affects associated with the proposed project; and (5) a description and/or revision of proposed conservation measures to avoid, minimize, and offset direct and indirect affects on vernal pool crustaceans and their habitat.

June 22, 2004. Kelly Fitzgerald and Ken Fuller of the Service conducted a tour of the proposed project site with representatives of FHWA, Caltrans, LSA, and the County.

July 20, 2004. Kelly Fitzgerald and Ken Sanchez met with representatives of Caltrans, the County, and the City of Lincoln to discuss the proposed project. Caltrans presented their revised analysis of the direct and indirect affects that would result from the proposed project. The Service and Caltrans discussed appropriate compensation guidelines, and Caltrans presented options they are pursuing with regards to offsetting the effects of the proposed project on vernal pool crustacean habitat. The Service indicated that additional analysis on the effects to vernal pool fairy shrimp critical habitat was necessary.

August 19, 2004. Representatives of the Service met to discuss a Service-analysis of the effects the proposed project would have on vernal pool crustacean habitat and designated critical habitat.

September 7, 2004. FHWA submitted a letter to the Service requesting the initiation of formal consultation on the proposed project. Enclosed was a Supplement to the Biological Assessment. The Service received this letter and enclosures on September 7, 2004.

September 16, 2004. Representatives of the Service, FHWA, Caltrans, and LSA met to discuss the proposed project. The Service stated that the U.S. Department of Interior had issued a moratorium on the signing of biological opinions that pertain to proposed projects occurring in designated or proposed critical habitat. The Service presented our recommendations for effectively offsetting direct and indirect effects to vernal pool crustaceans habitat and critical habitat.

November 1, 2004. Representatives of the Service, FHWA, and the County met with Congressman Doolittle to discuss the effects and conservation measures for the proposed project.

November 5, 2004. Representatives of the Service, FHWA, Environmental Protection Agency (EPA), Corps, Caltrans, and the County met to discuss the effects and conservation measures for the proposed project.

November 19, 2004. Caltrans submitted a letter and the Draft MMP to the Service. The Service received these on November 22, 2004.

January 7, 2005. The Service issued a draft biological opinion for the proposed project to FHWA (Service file number 1-1-05-I-0418).

January 21, 2005. FHWA submitted a letter to the Service, providing comments on the draft biological opinion.

BIOLOGICAL OPINION

Description of the Proposed Action

The project proponents, Caltrans in conjunction with FHWA, propose to modify the existing State Route (SR) 65 near the City of Lincoln. A total of six highway bypass alternatives were initially evaluated by Caltrans. Based on environmental review and public comment; the

preferred alternative (*i.e.*, the proposed project) was determined by Caltrans to affect a less wetlands than the other alternatives (LSA 1999; Caltrans 2001). The proposed project will construct a new 12.8-mile alignment of SR 65 to the west of Lincoln, including a four-lane freeway with four interchanges. Interchanges would be constructed at Industrial Avenue, Nelson Lane, Riosa Road, and Wise Road. Bridges will be constructed at North and South Ingram Slough, Auburn Ravine, Markham Ravine, Airport Creek, Coon Creek, and three branches of Yankee Slough. The ultimate freeway will have a 78-foot median width and a 300-foot minimum right-of-way. The total 1,755-acre proposed action area includes the project alignment footprint and 250-foot zones of indirect affects on either side of the alignment (LSA 2004a).

As stated on page 2 of the Biological Assessment, the stated purpose of the proposed project is "to relieve congestion and improve safety on existing Route 65 in the vicinity of the City of Lincoln and provide for a regional traffic solution to accommodate projected traffic volumes for the year 2025." The proposed project includes several conservation easements, as well as numerous avoidance and minimization measures, which are described in further detail on pages 8-9 of the Biological Assessment.

The proposed project will adversely affect the beetle by directly affecting two elderberry (*Sambucus* sp.) shrubs, which are its obligate host plant. The proposed project will also adversely affect, directly and indirectly, 47,898 wetted acres of vernal pool crustacean habitat. Furthermore, approximately 40.713 wetted acres of this is located within designated critical habitat for the vernal pool fairy shrimp.

Proposed Project Footprint and Action Area

The 1,755-acre proposed project action area includes both the proposed 12.8-mile alignment right-of-way footprint and a 250-foot "indirect effects" zone on either side of this alignment (LSA 2004a). The "indirect effects" zone may extend to greater than a 250-foot distance from the edge of the proposed alignment. This may occur if a vernal pool crustacean habitat feature (*e.g.*, vernal pool or vernal swale) extends beyond 250 feet from the edge of the proposed alignment and maintains hydrological connectivity and is contiguous with the features and/or within the same vernal pool complex.

The proposed action area includes the proposed project footprint as well as the area contained within a four-mile circle (*i.e.*, two-mile radius) around each of the four proposed intersections/interchanges (*i.e.*, Industrial Avenue, Nelson Lane, Riosa Road, and Wise Road). The action area is used to evaluate possible indirect and cumulative effects that may result from the implementation of the proposed project.

Proposed Conservation Measures

The applicant has proposed conservation measures to avoid, minimize, and compensate for effects to the beetle and vernal pool crustaceans that result from the implementation of the proposed project.

Valley Elderberry Longhorn Beetle

1. The 2 elderberry shrubs, which are located within 20 feet of the centerline of the proposed alignment of the project and cannot be avoided, will be transplanted to a Service-approved conservation area that will be protected in perpetuity.
2. To compensate for direct affects to the beetle, prior to ground breaking activities at the project site, the project proponents will establish 29 rooted elderberry seedlings and 29 associated native plants at a Service-approved conservation area (see Table 1).
3. The proposed conservation area is the 317-acre Aitken Ranch property, located west of the City of Lincoln in western Placer County (see page 53 of the Biological Assessment and page 76 of the MMP). The project applicant proposes to establish the two transplanted shrubs and the seedlings and plantings on this property. The minimum area required is 0.24 acre (10,440 square feet) to ensure that no more than five elderberry seedlings and five associated native plants are planted per 1,800 square feet. The conservation area shall be managed in perpetuity as outlined in the Beetle Conservation Guidelines (Service 1999). Wildlands, Inc. will oversee the transplanting and long-term management and supervision of the conservation area.

**Table 1: Elderberry Stem Size and Stem Numbers and Compensation; Route 65
Lincoln Bypass Project, Placer County, California**

Stem Size	# of stems	Exit Holes	Elderberry Seedling Ratio	# Elderberry Seedlings	Associate Native Spp. Ratio	# Associate Native Spp.
1"-3"	3	No	2:1	6	1:1	6
1"-3"	0	Yes	4:1	0	2:1	0
3"-5"	5	No	3:1	15	1:1	15
3"-5"	0	Yes	6:1	0	2:1	0
>5"	2	No	4:1	8	1:1	8
>5"	0	Yes	8:1	0	2:1	0
Total	10			29		29

** All elderberry shrubs are located in riparian habitat.*

Vernal Pool Crustacean Species

1. Habitat Preservation/Creation

Approximately 40.50 wetted acres of vernal pool crustacean habitat will be directly (26.94 wetted acres) and indirectly (13.56 wetted acres) affected by the proposed project (refer to Table 2). The project applicant has proposed to compensate acre for acre for the loss of function and value of these vernal pool crustacean habitats through the preservation of vernal pool crustacean habitat, located primarily in Placer County. Direct affects will be compensated through a combination of creation and preservation of vernal pool crustacean habitat.

Indirect affects will be compensated through the preservation of vernal pool crustacean habitat. Therefore, prior to ground-breaking, the applicant will preserve in perpetuity approximately 97.59 wetted acres of existing vernal pool crustacean habitat, including 11.06 wetted acres on Aitken Ranch, approximately 79 wetted acres on the Rockwell-Mariner property, and 7.53 wetted acres at the Bryte Ranch Conservation Bank. In addition, the applicant will create approximately 10.35 wetted acres of vernal pool crustacean habitat at Aitken Ranch, which will be protected in perpetuity. Vernal pool crustacean habitat preservation and creation will be accomplished through the acquisition of specified properties, such as Aitken Ranch and the Rockwell-Mariner property in Placer County, and the purchase of vernal pool crustacean habitat credits Bryte Ranch Conservation Bank in Sacramento County (refer to Table 3).

Table 2: Proposed Compensation for Vernal Pool Crustacean Habitat for the Route 65 Lincoln Bypass Project, Placer County, California

	Acreage Affected	Acres of Preservation	Acres of Creation
Direct Total	26.94	70.47	10.35
Indirect Total	13.56	27.12	--
TOTAL	40.50	97.59	10.35

Table 3: Proposed Conservation Areas to Create and Preserve Vernal Pool Habitat in Perpetuity for the Route 65 Lincoln Bypass, Placer County

	Aitken Ranch (in acres)	Rockwell- Mariner (in acres)	Bryte Ranch (in acres)	TOTAL ACREAGE
Preservation	11.06	~79.00	7.53	97.59
Creation	10.35	--	--	10.35
TOTAL	21.41	~79.00	7.53	107.94

2. Avoidance and Minimization Measures

- a. As described on pages 56-59 of the Biological Assessment, the project proponent will implement several avoidance and minimization measures to reduce the effects the proposed project would have on listed vernal pool crustacean habitat and designated critical habitat. Measures, which will be implemented during project construction to avoid adverse affects to these habitat features, include the following:
 - i. All wetlands, riparian areas, and other sensitive vegetation/habitats adjacent to designated work areas will be designated as Environmentally Sensitive Areas (ESAs) and clearly indicated as such on project construction plans. Project specifications will include a requirement that ESAs are clearly delineated with brightly colored fencing, rope, or equivalent prior to beginning construction.

- ii. Measures consistent with the current Caltrans' Construction Site Best Management Practices (BMPs) Manual, including the Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Manuals, will be implemented. Best management practices will be implemented to reduce erosion, dust, noise, and other deleterious aspects of construction related activities. These practices are described at: http://www.dot.ca.gov/hq/construc/Construction_Site_BMPs.pdf.

The biological conservation measures, as proposed above and in the project materials reviewed by the Service, are considered part of the proposed actions evaluated by the Service in this biological opinion. Any change in these plans or their implementation that might adversely affect listed species, either directly or indirectly, requires re-initiation of consultation with the Service, as set forth in the final paragraphs of this letter.

Status of the Species

Valley Elderberry Longhorn Beetle

On August 8, 1980, the valley elderberry longhorn beetle was listed as a threatened species (45 FR 52803). Critical habitat for this species was designated and published at 50 CFR §17.95. Two areas along the American River in the Sacramento metropolitan area have been designated as critical habitat for the beetle. These designated areas of critical habitat are the American River Parkway Zone, an area along the lower American River at Goethe and Ancil Hoffman Parks, and the Sacramento Zone, an area located approximately one-half-mile from the American River downstream from the American River Parkway Zone. In addition, an area along Putah Creek, Solano County, and the area east of Nimbus Dam along the American River Parkway, Sacramento County, are considered essential habitat, according to the Recovery Plan for the beetle (Service 1984). These critical and essential habitat areas support large numbers of mature elderberry shrubs with extensive evidence of use by the beetle.

The beetle is dependent on its host plant, elderberry, which is a locally common component of the remaining riparian forests and savannah areas and, to a lesser extent, the mixed chaparral-foothill woodlands of the Central Valley. Each stage of the beetle's life cycle requires a slightly different part of the elderberry plant as its habitat. The adult beetles feed on the flowers. Females lay eggs on the bark. The larvae burrow into the wood after hatching from their eggs. Larvae feed down the pith of a healthy stem into the larger living branches (Halstead and Oldham 2000). Use of the elderberry shrubs by the beetle is rarely apparent. Frequently, the only exterior evidence of the shrub's use by the beetle is an exit hole created by the larva just prior to the pupal stage. Emergence holes are usually observed in living stems more than one inch in diameter and less than nine feet from the ground (Talley and Holyoak, in prep.). Observations made of elderberry shrubs along the Cosumnes River, in the Folsom Lake area and near Blue Ravine in Folsom indicate that the beetle may be present in an elderberry shrubs with no evidence of exit holes; the larvae either succumb prior to constructing an exit hole or are not far enough along in the developmental process to construct an exit hole. Larvae appear to be distributed in stems which are one inch or greater in diameter at ground level. The *Valley*

Elderberry Longhorn Beetle Recovery Plan (Service 1984) and Barr (1991) contain further details on the beetle's life history.

Vernal Pool Tadpole Shrimp and Vernal Pool Fairy Shrimp

The vernal pool tadpole shrimp and vernal pool fairy shrimp were listed as endangered and threatened, respectively, on September 19, 1994 (59 FR 48136). The final rule to designate critical habitat for 15 vernal pool species, including two crustaceans, was published on August 6, 2003 (68 FR 46684). Further information on the life history and ecology of the vernal pool fairy shrimp and vernal pool tadpole shrimp may be found in the final listing rule, the final rule to designate critical habitat, Eng *et al.* (1990), Helm (1998), and Simovich *et al.* (1992).

The vernal pool tadpole shrimp has dorsal compound eyes, an approximately one-inch (2.5-cm) long large shield-like carapace that covers most of its body, and a pair of long cercopods at the end of its last abdominal segment (Linder 1952; Longhurst 1955; Pennak 1989). It is primarily a benthic animal that swims with its legs down. Vernal pool tadpole shrimp climb or scramble over objects, and plow along bottom sediments as they forage for food. Its diet consists of organic detritus and living organisms, such as fairy shrimp and other invertebrates (Pennak 1989; Fryer 1987). The females deposit their eggs on vegetation and other objects on the pool bottom. Tadpole shrimp eggs are known as cysts, and during the dry months of the year, they lie dormant in the dry pool sediments (Lanaway 1974; Ahl 1991).

The life history of the vernal pool tadpole shrimp is linked to the environmental characteristics of its vernal pool habitat. After winter rains fill the pools, its dormant cysts may hatch in as little as four days (Ahl 1991, Rogers 2001), and the animals may become sexually mature within three to four weeks after hatching (Ahl 1991; Helm 1998; King 1996). A portion of the cysts hatch immediately and the rest remain dormant in the soil to hatch during later rainy seasons (Ahl 1991). The vernal pool tadpole shrimp is a relatively long-lived species (Ahl 1991), and will generally survive for as long as its habitat remains inundated, sometimes for six months or more (Ahl 1991, Gallagher 1996, Helm 1998). Adults are often present and reproductive until the pools dry up in the spring (Ahl 1991; Gallagher 1996; Simovich *et al.* 1992).

Vernal pool tadpole shrimp are found only in ephemeral freshwater habitats, including alkaline pools, clay flats, vernal lakes, vernal pools, vernal swales, and other seasonal wetlands in California (Helm 1998). The vernal pool tadpole shrimp is known from 168 occurrences in the Central Valley (CNDDB 2004), ranging from east of Redding in Shasta County south to Fresno County, and from a single vernal pool complex located in the San Francisco Bay National Wildlife Refuge in Alameda County. It inhabits vernal pools containing clear to highly turbid water, ranging in size from 54 square feet (5 square meters) in the Mather Air Force Base area of Sacramento County, to the 89-acre Olcott Lake at Jepson Prairie in Solano County; the potential ponding depth of occupied habitat ranges from 1.5 inches to 59 inches. Although vernal pool tadpole shrimp are found on a variety of geologic formations and soil types, Helm (1998) found that over 50 percent of vernal pool tadpole shrimp occurrences were on High Terrace landforms and Redding and Coming soils. Vernal pool tadpole shrimp are uncommon even where vernal pool habitat occurs (Service 2004). The largest concentration of vernal pool tadpole shrimp occurrences are found in the Southeastern Sacramento Valley Vernal Pool Region, as defined in

the Service's *Draft Recovery Plan for Vernal Pool Ecosystems of California and Southern Oregon* (2004). In this vernal pool region, this species occurs on a number of public and private lands in Sacramento County, and from a few locations in Yuba and Placer Counties, including Beale Air Force Base.

Vernal pool fairy shrimp have delicate elongate bodies, large stalked compound eyes, no carapace, and 11 pairs of phyllopods, or gill-like structures that also serve as legs. Typically less than one-inch (2.5-cm) long, they swim or glide gracefully upside-down by means of complex, wavelike beating movements. Fairy shrimp feed on algae, bacteria, protozoa, rotifers, and detritus. The second pair of antennae in adult male fairy shrimp are greatly enlarged and specialized for clasping the females during copulation. The females carry eggs in an oval or elongate ventral brood sac. The eggs are either dropped to the pool bottom or remain in the brood sac until the female dies and sinks. The dormant cysts are capable of withstanding heat, cold, and prolonged desiccation, and they can remain viable in the soil for decades after deposition. When the pools refill in the same or subsequent seasons, some, but not all, of the cysts may hatch. The cyst bank in the soil may therefore be comprised of cysts from several years of breeding (Donald 1983). The early stages of the fairy shrimp develop rapidly into adults and may become sexually mature within two weeks after hatching (Gallagher 1996; Helm 1998). Such quick maturation permits populations to persist in short-lived shallow bodies of water (Simovich *et al.* 1992). In pools that persist for several weeks to a few months, fairy shrimp may have multiple hatches during a single season (Helm 1998; Gallagher 1996).

Vernal pool fairy shrimp are found only in ephemeral freshwater habitats, including alkaline pools, ephemeral drainages, rock outcrop pools, vernal pools, and vernal swales in California and Southern Oregon (Eriksen and Belk 1999). Occupied habitats range in size from rock outcrop pools as small as 11 square feet to large vernal pools up to 12 acres; the potential ponding depth of occupied habitat ranges from 1.2 inches to 48 inches.

The vernal pool fairy shrimp is known from 342 occurrences extending from the Stillwater Plain in Shasta County through most of the length of the Central Valley to Pinnacles in San Benito County (Eng *et al.* 1990; Fugate 1992; Sugnet and Associates 1993; CNDDB 2004). Five additional, disjunct populations exist: one near Soda Lake in San Luis Obispo County; one in the mountain grasslands of northern Santa Barbara County; one on the Santa Rosa Plateau in Riverside County; one near Rancho California in Riverside County; and one on the Agate Desert near Medford, Oregon (CNDDB 2004; Helm 1998; Eriksen and Belk 1999; Volmar 2002; Service 1994, 2003). Three of these isolated populations each contain only a single pool known to be occupied by the vernal pool fairy shrimp. Although the vernal pool fairy shrimp is distributed more widely than most other fairy shrimp species, it is generally uncommon throughout its range, and rarely abundant where it does occur (Eng *et al.* 1990; Eriksen and Belk 1999). The greatest number of known occurrences of the vernal pool fairy shrimp are found in the Southeastern Sacramento Vernal Pool Region (see Service 2004), where it is found in scattered vernal pool habitats in Placer, Sacramento, and San Joaquin Counties, in the vicinity of Beale Air Force Base in Yuba County, and at a single location in El Dorado County.

Although the vernal pool crustaceans addressed in this biological opinion are not often found in the same vernal pool at the same time, when coexistence does occur, it is generally in deeper,

longer lived pools (Eng *et al.* 1990; Thiery 1991; Gallagher 1996). In larger pools, vernal pool crustacean species may be able to coexist by utilizing different physical portions of the vernal pool or by eating different food sources (Daborn 1978; Mura 1991; Hamer and Appleton 1991; Thiery 1991), or by hatching at different temperatures or developing at different rates (Thiery 1991; Hathaway and Simovich 1996).

The primary historic large-scale dispersal method for the vernal pool tadpole shrimp and vernal pool fairy shrimp likely was large scale flooding resulting from winter and spring rains which allowed colonization of different individual vernal pools and other vernal pool complexes (King 1996). This dispersal is currently non-functional due to the construction of dams, levees, and other flood control measures, and widespread urbanization within significant portions of the range of this species. Waterfowl and shorebirds may now be the primary dispersal agents for vernal pool tadpole shrimp and vernal pool fairy shrimp (King 1996; Simovich *et al.* 1992). The eggs of these branchiopods are either ingested (Krapu 1974; Swanson *et al.* 1974; Driver 1981; Ahl 1991) and/or adhere to the legs and feathers where they are transported to new habitats. Cysts may also be dispersed by a number of other species, such as cattle and humans (Eriksen and Belk 1999).

At the local level, vernal pool crustaceans are often dispersed from one pool to another through surface swales that connect one vernal pool to another. These dispersal events allow for genetic exchange between pools and create a population of animals that extends beyond the boundaries of a single pool. These dispersal events also allow vernal pool crustaceans to move into pools with a range of sizes and depths. In dry years, animals may only hatch in the largest and deepest pools. In wet years, animals may be present in all pools. The movement of vernal pool crustaceans into vernal pools of different sizes and depths allows these species to survive the environmental variability that is characteristic of their habitats.

The genetic characteristics of these species, as well as ecological conditions, such as watershed continuity, indicate that populations of vernal pool crustaceans are defined by pool complexes rather than by individual vernal pools (Fugate 1992). Therefore, the most accurate indication of the distribution and abundance of these species is the number of inhabited vernal pool complexes. The pools and, in some cases, pool complexes supporting these species may be small. Human-caused and unforeseen natural catastrophic events such as long-term drought, non-native predators, off-road vehicles, pollution, berming, and urban development, threaten their extirpation at some sites. Vernal pool fairy shrimp and vernal pool tadpole shrimp continue to be threatened by all of the factors which led to the original listing of this species, primarily habitat loss through agricultural conversion and urbanization (CNDDB 2004).

Vernal Pool Fairy Shrimp Critical Habitat

The Service designated approximately 1,184,513 acres of critical habitat for vernal pool crustaceans and vernal pool plants throughout California and southern Oregon on August 6, 2003 (68 FR 46683). Approximately 123,012 acres of proposed critical habitat for vernal pool species on State reserves, military lands, and national wildlife refuges were not included in the final designation (67 FR 59884; 68 FR 46683). Furthermore, approximately 721,452 acres of proposed critical habitat for vernal pool species located within the counties of Butte, Madera,

Merced, Sacramento, and Solano were excluded in the final designation. Thus, the Service, after excluding approximately 310,664 acres of proposed critical habitat for the vernal pool fairy shrimp, designated approximately 839,460 acres as critical habitat for the vernal pool fairy shrimp, consisting of 68 Critical Habitat units and subunits distributed from southern Oregon to southern California. Within Placer County, of the proposed 47,788 acres, approximately 32,134 acres were designated as critical habitat for the vernal pool fairy shrimp (Service 2003). Approximately 15,868 acres of Unit 12 are actual vernal pool grassland complexes containing the primary constituent elements for the listed vernal pool crustacean species (pers. comm., J. Wild, Sacramento Fish and Wildlife Office, 2005).

These designated critical habitat units for the vernal pool fairy shrimp contain primary constituent elements that support feeding, growth, breeding, reproduction, and dispersal. The first primary constituent element of vernal pool critical habitat is vernal pools, swales, and other ephemeral wetlands and depressions of appropriate sizes and depths that typically become inundated during winter rains and hold water for sufficient lengths of time necessary for incubation, reproduction, dispersal, feeding, and sheltering, but which are dry during the summer and do not necessarily fill with water every year. This primary constituent element provides the aquatic environment required for cyst incubation and hatching, growth and maturation, reproduction, feeding, sheltering, and dispersal, and the appropriate periods of dessication for cyst dormancy and to eliminate predators such as bullfrogs (*Rana catesbeiana*), fish, and other aquatic predators that depend on year round inundation of wetland habitats to survive.

The second primary constituent element is the geographic, topographic, and edaphic features that support aggregations or systems of hydrologically interconnected pools, swales, and other ephemeral wetlands and depressions within a matrix of surrounding uplands that together form hydrologically and ecologically functional units called vernal pool complexes. These features assist in the maintenance of the aquatic phase of the vernal pool habitat, by contributing to the filling and drying of the vernal pool, and maintaining suitable periods of pool inundation, water quality, and soil moisture for vernal pool crustacean hatching, growth and reproduction, and dispersal, but not necessarily every year. The entire vernal pool complex, including the pools, swales, and associated uplands, is essential to support the aquatic functions of the vernal pool habitat. Although the uplands are not actually occupied by vernal pool crustaceans, they nevertheless are essential to the conservation of vernal pool habitat and crustaceans because they maintain the aquatic phase of vernal pools and swales. Associated uplands also provide essential nutrients that form the basis of the vernal pool food chain, including a primary food source (e.g., algae, diatoms) for the vernal pool crustaceans. All of the above described primary constituent elements do not have to occur simultaneously within a unit for the unit to constitute critical habitat for one of these species.

The proposed project lies within the Western Placer County Unit (Unit 12) of critical habitat for the vernal pool fairy shrimp. This 32,134-acre critical habitat unit forms one of the remaining large vernal pool complex areas in the Southeastern Sacramento Valley Vernal Pool Region (Keeler-Wolf *et al.* 1998). This unit generally occurs in western Placer County, immediately north of the Sacramento County line, north of the City of Roseville, and northeast of the City of Rocklin (Service 2003). The northern boundary occurs just north of the City of Lincoln. This unit occurs mostly west of SR 65.

Unit 12 contains numerous occurrences of the vernal pool fairy shrimp (CNDDDB 2004) and is considered essential for the conservation of the species. Vernal pool fairy shrimp within this unit occur in both Northern Hardpan and Northern Volcanic Mudflow vernal pools as described by Sawyer and Keeler-Wolfe (1995). Unit 12 also contains vernal pool fairy shrimp found in vernal pools on Exchequer soils on the Mehrten geologic formation, a rare type of Northern Volcanic Mudflow vernal pool which has been reduced to only a few acres within Placer County (Service 2003). These pools are generally short-lived and do not provide habitat for most other species of fairy shrimp (CNDDDB 2004).

This unit contains 70 percent of the remaining vernal pool habitats in Placer County. Furthermore, this unit includes a large number of conservation areas established specifically to contribute to the recovery of vernal pool fairy shrimp. These protected areas include the Ahart Preserve and the Orchard Creek Conservation Bank. The Ahart Preserve is one of the few remaining examples of Northern Volcanic Mudflow vernal pools in the region (criterion 2). The 632.2-acre Orchard Creek Conservation Bank contains approximately 43.14 wetted acres of vernal pool crustacean habitat. Additional smaller preserves that protect vernal pool habitat in and around the cities of Lincoln and Roseville have also been established within this unit. All in all, approximately 20 percent of all habitat compensation areas established for the long-term protection of the vernal pool fairy shrimp is found in this unit. In addition, Placer County is currently developing a Habitat Conservation Plan (HCP) for the conservation of vernal pool fairy shrimp in this area; a 157-acre WRP easement for the protection of wetland resources occurs in this area.

The proposed alignment of the SR 65 Bypass project is located within the northern third of Unit 12, generally skirting along the perimeter of large, contiguous blocks of critical habitat (LSA 2004b). The proposed project action area, consisting of the project footprint and 250 feet or greater on either side of the footprint, includes approximately 519 acres of designated critical habitat for the vernal pool fairy shrimp, or 1.6 percent of Unit 12 (LSA 2004b). Approximately 47 percent of the proposed project alignment extends through or abuts designated critical habitat for the vernal pool fairy shrimp (LSA 2004b). Furthermore, 31.8 percent of proposed project's study area, which comprises approximately 5,122 acres encompassing the areas of and around six proposed alignments including the preferred alternative, consists of upland grasslands interspersed with Northern Hardpan and Northern Volcanic Mudflow vernal pool complexes (LSA 2004a), including vernal pools situated on the rare Exchequer soils of the Exchequer-Rock Outcrop Complex and the Inks-Exchequer Complex (LSA 2004a). The portions of Unit 12 located within the proposed project action area contain all of the constituent elements of vernal pool fairy shrimp critical habitat.

Environmental Baseline

Valley Elderberry Longhorn Beetle

When the beetle was listed as threatened in 1980, the species was known from less than ten localities along the American River, the Merced River, and Putah Creek. By the time the *Valley Elderberry Longhorn Beetle Recovery Plan* was issued in 1984, additional species localities had been found along the American River and Putah Creek. As of 2004, the California Natural

Diversity Data Base (CNDDDB) contains 215 occurrences of this species in 23 counties throughout the Central Valley, from a location along the Sacramento River in Shasta County southward to an area along Caliente Creek in Kern County (CNDDDB 2004). The beetle continues to be threatened by habitat loss and fragmentation, invasion by Argentine ants (*Linepithema humile*), and possibly other factors such as pesticide drift, exotic plant invasions, and grazing.

Factors Affecting the Beetle within the Action Area

Habitat Loss: Habitat loss has been ranked as the single greatest threat to biodiversity in the United States (Wilcove *et al.* 1998). In the final rule listing the beetle, habitat destruction was cited as the primary factor causing the decline of this animal (45 FR 52803). At the time the species was listed, its habitat had largely disappeared throughout much of its range due to agricultural conversion, levee construction, and stream channelization. The recovery plan reiterated that the primary threat to the beetle was loss and alteration of habitat by agricultural conversion, livestock overgrazing, levee construction, stream and river channelization, removal of riparian vegetation, riprapping of shoreline, plus recreational, industrial and urban development (Service 1984).

Some accounts state that the Sacramento Valley, as of 1848, supported approximately 775,000 to 800,000 acres of riparian forest (Smith 1977; Katibah 1984). Based on early soil maps, however, more than 921,000 acres of riparian habitat are believed to have been present throughout the Central Valley under pre-settlement conditions (Katibah 1984). Another source estimates that of approximately five million acres of wetlands in the Central Valley in the 1850s, approximately 1,600,000 acres were riparian wetlands (Warner and Hendrix 1985; Frayer *et al.* 1989).

Extensive destruction of California's Central Valley riparian forests has occurred during the last 150 years due to expansive agricultural and urban development (Katibah 1984; Smith 1977; Thompson 1961; Roberts *et al.* 1977). Since colonization, these forests have been "...modified with a rapidity and completeness matched in few parts of the United States" (Thompson 1961). As of 1849, the rivers and larger streams of the Central Valley were largely undisturbed. They supported continuous bands of riparian woodland four to five miles in width along some major drainages such as the lower Sacramento River, and generally about two miles wide along the lesser streams (Thompson 1961). Most of the riverine floodplains supported riparian vegetation to about the 100-year flood line (Katibah 1984). A large human population influx occurred after 1849, however, and much of the Central Valley riparian habitat was rapidly converted to agriculture and used as a source of wood for fuel and construction to serve a wide area (Thompson 1961). By as early as 1868, riparian woodland had been severely affected in the Central Valley, as evidenced by the following excerpt:

This fine growth of timber which once graced our river [Sacramento], tempered the atmosphere, and gave protection to the adjoining plains from the sweeping winds, has entirely disappeared - the woodchopper's axe has stripped the river farms of nearly all the hard wood timber, and the owners are now obliged to rely upon the growth of willows for firewood. (Cronise 1868 in Thompson 1961).

The clearing of riparian forests for fuel and construction made this land available for agriculture (Thompson 1961). Natural levees bordering the rivers, once supporting vast tracts of riparian habitat, became prime agricultural land (Thompson 1961). As agriculture expanded in the Central Valley, needs for increased water supply and flood protection spurred water development and reclamation projects. Artificial levees, river channelization, dam building, water diversion, and heavy groundwater pumping have further reduced riparian habitats to small, isolated fragments (Katibah 1984). In recent decades, these riparian areas have continued to decline as a result of ongoing agricultural conversion as well as urban development and stream channelization. As of 1989, there were over 100 dams within the Central Valley drainage basin, as well as thousands of miles of water delivery canals and stream bank flood control projects for irrigation, municipal and industrial water supplies, hydroelectric power, flood control, navigation, and recreation (Frayer *et al.* 1989). Riparian forests in the Central Valley have dwindled to discontinuous strips of widths currently measurable in yards rather than miles.

Between 1980 and 1995, the human population in the Central Valley grew by 50 percent, while the rest of California grew by 37 percent. The Central Valley's population was 4.7 million in 1999, and it is expected to more than double by 2040. The American Farmland Trust estimates that by 2040 more than one million cultivated acres will be lost and 2.5 million more put at risk (Ritter 2000). With this growing population in the Central Valley, increased development pressure is likely to result in continuing loss of riparian habitat.

Based on a CDFG riparian vegetation distribution map, only about 102,000 acres out of an estimated 922,000 acres of Central Valley riparian forest remain (Katibah 1984). This represents a decline in acreage of approximately 89 percent as of 1979 (Katibah 1984). More extreme figures were given by Frayer *et al.* (1989), who reported that approximately 85 percent of all wetland acreage in the Central Valley was lost before 1939; and that from 1939 to the mid-1980s, the acreage of wetlands dominated by forests and other woody vegetation declined from 65,400 acres to 34,600 acres. Differences in methodology may explain the differences between the studies. In any case, the historical loss of riparian habitat in the Central Valley strongly suggests that the range of the beetle has been reduced and its distribution greatly fragmented. Loss of non-riparian habitat where elderberry occurs (*e.g.* savanna and grassland adjacent to riparian areas, oak woodland, mixed chaparral-woodland), and where the beetle has been recorded (Barr 1991), suggests further reduction of the beetle's range and increased fragmentation of its upland habitat.

A number of studies have focused on riparian habitat loss along the Sacramento River, which supports some of the densest known populations of the beetle. Approximately 98 percent of the middle Sacramento River's historic riparian vegetation was believed to have been extirpated by 1977 (DWR 1979). The State Department of Water Resources estimated that native riparian habitat along the Sacramento River from Redding to Colusa decreased 34 percent from 27,720 acres to 18,360 acres between 1952 and 1972 (McGill 1975; Conrad *et al.* 1977). The average rate of riparian loss on the middle Sacramento River was 430 acres per year from 1952 to 1972, and 410 acres per year from 1972 to 1977. In 1987, riparian areas as large as 180 acres were observed converted to orchards along this river (McCarten and Patterson 1987). There is no comparable information on the historic loss of non-riparian beetle habitat, such as elderberry savanna and other vegetation communities where elderberry occurs, including oak or mix-

chaparral woodland, or grasslands adjacent to riparian habitat. All natural habitats throughout the Central Valley, however, have been heavily impacted within the last 200 years (Thompson 1961), and it can, therefore, be assumed that non-riparian beetle habitat also has suffered a widespread decline.

Habitat Fragmentation: While habitat loss is clearly a large factor leading to the species' decline, other factors are likely to pose significant threats to the long-term survival of the beetle.

Approximately nine percent of 79 Central Valley sites that supported beetle habitat in 1991 no longer supported beetle habitat in 1997 (Barr 1991). Only approximately 20 percent of riparian sites with elderberry observed by Barr (1991) and Collinge *et al.* (2001) were found to support beetle populations. The fact that a large percentage of apparently suitable habitat is unoccupied suggests that the beetle is limited by factors other than habitat availability, such as habitat quality or limited dispersal ability. The beetle is patchily distributed throughout the remaining riparian habitat of the Central Valley from Redding to Bakersfield.

Destruction of riparian habitat in central California has resulted not only in a loss of acreage, but also in habitat fragmentation. Habitat fragmentation can be an important factor contributing to species declines because (1) it divides a large population into two or more small populations that become more vulnerable to direct loss, inbreeding depression, genetic drift, and other problems associated with small populations, (2) it limits a species' potential for dispersal and colonization, and (3) it makes habitat more vulnerable to outside influences by increasing the edge-to-interior ratio (Primack 1998).

Barr (1991) found that small isolated habitat remnants were less likely to be occupied by beetles than larger patches, indicating that beetle subpopulations are extirpated from small habitat fragments. Barr (1991) and Collinge *et al.* (2001) consistently found beetle exit holes occurring in clumps of elderberry bushes rather than isolated bushes, suggesting that isolated shrubs do not typically provide long-term viable habitat for this species. The beetle appears to be only locally common, *i.e.*, found in population clusters which are not evenly distributed across available elderberry shrubs. Plants used by the beetle usually show evidence of repeated use over a period of several years, but sometimes only one or two exit holes are present. Similar observations on the clustered distributions of exit holes were made by Jones and Stokes (1988). Barr (1991) noted that elderberry shrubs and trees with many exit holes were most often large, mature plants; young stands contained exit holes.

The beetle, a specialist on elderberry plants, tends to have small population sizes and to occur in low densities (Barr 1991; Collinge *et al.* 2001; Service 1984), and studies suggest that the beetle is unable to re-colonize drainages where the species has been extirpated because of its limited dispersal ability (Huxel 2000; Barr 1991; Collinge *et al.* 2001). Low density and limited dispersal capability cause the beetle to be vulnerable to the negative effects of the isolation of small subpopulations due to habitat fragmentation. With extensive riparian habitat loss and fragmentation, these naturally-small beetle populations are broken into even smaller and more isolated populations. Once a small beetle population has been extirpated from an isolated habitat patch, the species may be unable to re-colonize this patch if it is unable to disperse from nearby occupied habitat. Insects with limited dispersal and colonization abilities may persist better in large habitat patches than small patches because small fragments may be insufficient to maintain

viable populations and the insects may be unable to disperse to more suitable habitat (Collinge 1996). Recent research indicates that isolated habitats unoccupied by the beetle remain so (Barr 1991; Collinge *et al.* 2001).

Species that characteristically have small population sizes, such as habitat specialists, are more likely to become extinct than species that typically have large populations (Primack 1998), and populations of species that naturally occur at lower density become extinct more rapidly than do those of more abundant species (Bolger *et al.* 1991). Small, isolated subpopulations are susceptible to extirpation from random demographic, environmental, and/or genetic events (Shaffer 1981; Lande 1988; Primack 1998). While a large area may support a single large population, the smaller subpopulations that result from habitat fragmentation may not be large enough to persist over a long time period. As a population becomes smaller, it tends to lose genetic variability through genetic drift, leading to inbreeding depression and a lack of adaptive flexibility. Smaller populations also become more vulnerable to random fluctuations in reproductive and mortality rates, and are more likely to be extirpated by random environmental factors.

Habitat fragmentation not only isolates small populations, but also increases the interface between habitat and urban or agricultural land, increasing negative edge effects such as the invasion of non-native species (*e.g.* the Argentine ant; see Huxel 2000), pesticide contamination (Barr 1991), and livestock grazing (Service 1984). These threats are described in further detail below.

Invasive Species: Recent evidence indicates that the invasive Argentine ant poses a risk to the long-term survival of the beetle. Surveys along Putah Creek found beetle presence where Argentine ants were not present or had only recently colonized, and beetle absence from otherwise suitable sites where the ants had become established (Huxel 2000). The Argentine ant has negatively affected populations of other native arthropod species (Holway 1995; Ward 1987). Predation on eggs, larvae, and pupae are the most likely impacts these ants have on the beetle. In Portugal, Argentine ants have been found to be significant egg predators on the eucalyptus borer (*Phorocantha semipunctata*), another cerambycid like the beetle. Egg predation on the beetle could lead to local extirpations, as indicated by a population viability study that suggested that egg and juvenile mortality are significant factors affecting the probability of extinction for the beetle (Huxel and Collinge, in prep.). The Argentine ant has been expanding its range throughout California since its introduction in 1907, especially in riparian woodlands associated with perennial streams (Holway 1995; Ward 1987). Huxel (2000) felt that with the potential for Argentine ants to spread with the aid of human activities, such as movement of plant nursery stock and agricultural products, this species may come to infest most drainages in the Central Valley along the valley floor inhabited by the beetle.

Competition from invasive exotic plants, such as giant reed (*Arundo donax*), negatively affects riparian habitat supporting the beetle. Giant reed, a native of Asia, has become a serious problem in California riparian habitats, forming dense, homogenous stands essentially devoid of wildlife (Rieger and Kreager 1989). This species grows up to 2.5 inches per day and yields 8.3 tons of oven-dry cane per acre (Rieger and Kreager 1989, Perdue 1958). It can tolerate drought, floods, and extreme temperatures, and is not significantly affected by insects, disease,

herbivory, fire, or mechanical disturbance. It has an extensive root system allowing it to resprout rapidly after any disturbance and out-compete native riparian vegetation. Giant reed also introduces a more frequent fire cycle into the riparian ecosystem, disrupting natural riparian dynamics and eventually forming homogenous climax communities. The extent to which giant reed has affected elderberry shrubs and the beetle specifically, however, has not been studied.

Pesticide Contamination: Direct spraying and drift of pesticide, including herbicides and/or insecticides, in or near riparian areas (which is done to control mosquitoes, crop diseases, invasive and/or undesirable plants, or other pests) is likely to adversely affect the beetle and its habitat. Although there have been no studies specifically focusing on the effects of pesticides on the beetle, the species is likely to be affected by these agents. As of 1980, the prevalent land use adjacent to riparian habitat in the Sacramento Valley was agriculture, even in regions where agriculture was not generally the most common land use (Katibah 1984); therefore, the species is likely vulnerable to pesticide contamination from adjacent agricultural practices. Recent studies of major rivers and streams documented that 96 percent of all fish, 100 percent of all surface water samples, and 33 percent of major aquifers contained one or more pesticides at detectable levels (Gilliom 1999). Pesticides were identified as one of the 15 leading causes of impairment for streams included in the section 303(d) lists of impaired waters of the Federal Water Pollution Control Act, as amended (Clean Water Act). As the beetle occurs primarily in riparian habitat, the contamination of rivers and streams affects this species and its habitat. Pesticides have been identified as one of a number of potential causes of the decline of both pollinator species declines and other insects beneficial to agriculture (Ingraham *et al.* 1996); therefore, it is likely that the beetle, typically occurring adjacent to agricultural lands, has suffered a similar decline due to pesticides.

Livestock Grazing: Livestock grazing damages or destroys elderberry plants and inhibits regeneration of seedlings. Cattle readily forage on new elderberry growth, which may explain the absence of beetles at manicured elderberry stands (Service 1984). Habitat fragmentation exacerbates problems related to exotic species invasion and livestock overgrazing by increasing the edge to interior ratio of habitat patches, facilitating penetration of these influences.

To summarize, the Service believes that the beetle, though relatively wide-ranging, is in long-term decline due to widespread alteration and fragmentation of its riparian habitats, and to a lesser extent, its upland habitats, by human activities. Long-term protection of habitat for the beetle would be provided by the creation and protection of conservation areas and the implementation of various protective measures.

There are seven records for the beetle in Placer County and in the vicinity of the proposed project (CNDDDB 2004). The CNDDDB identifies beetle locality records from the Bear River, just north of the proposed project site, and from Roseville and Rocklin, approximately 10 miles south of the proposed project site (2004). Therefore, based on the distribution of the beetle, its ecology and biology, the presence of suitable habitat in the action area in the form of elderberry shrubs, as well as the recent records, the Service believes it is reasonably certain that the beetle inhabits the proposed project site.

Vernal Pool Tadpole Shrimp and Vernal Pool Fairy Shrimp

The vernal pool tadpole shrimp and vernal pool fairy shrimp are imperiled by a variety of human-caused activities. Their habitats have been lost through direct destruction and modification due to filling, grading, disking, leveling, and other activities. In addition, vernal pools have been imperiled by a variety of anthropogenic modifications to upland habitats and watersheds. These activities, primarily urban development, water supply/flood control projects, land conversion for agriculture, off-road vehicle use, certain mosquito abatement measures, and pesticide/herbicide use can lead to disturbance of natural flood regimes, changes in water table depth, alterations of the timing and duration of vernal pool inundation, introduction of non-native plants and animals, and water pollution. These can result in adverse effects to vernal pool species.

In addition to direct loss, the habitats of the vernal pool tadpole shrimp and the vernal pool fairy shrimp have been and continue to be highly fragmented throughout their ranges due to conversion of natural habitat for urban and agricultural uses. Fragmentation results in smaller isolated shrimp populations. Ecological theory predicts that such populations will be highly susceptible to extirpation due to chance events, inbreeding depression, or additional environmental disturbance (Gilpin and Soulé 1988; Goodman 1987a, 1987b). If an extirpation event occurs in a population that has been fragmented, the opportunities for re-colonization would be greatly reduced due to geographic isolation from other source populations.

Historically, vernal pools and vernal pool complexes occurred extensively throughout the Sacramento Valley of California. Conversion of vernal pools and vernal pool complexes, however, has resulted in a 91 percent loss of vernal pool resources in California (California Office of Planning and Research 2003). By 1973, between 60 and 85 percent of the area within the Central Valley that once supported vernal pools had been destroyed (Holland 1978). In subsequent years, threats to this habitat type have continued and resulted in a substantial amount of vernal pool habitat being converted for human uses in spite of Federal regulations implemented to protect wetlands. The Corps' Sacramento District has several thousand vernal pools under its jurisdiction (Coe 1988), which includes most of the known populations of these listed species. Between 1987 and 1992, 467 acres of wetlands within the Sacramento area were filled pursuant to the Corps' Nationwide Permit 26 (Service 1992). A majority of those wetlands losses involved vernal pools, the endemic habitat of the vernal pool tadpole shrimp and the vernal pool fairy shrimp. King (1998) has estimated that approximately 15 to 33 percent of the original biodiversity of Central Valley vernal pool crustaceans has been lost since the 1800s. It is estimated that within 20 years human activities will destroy 60 to 70 percent of the remaining vernal pools (Coe 1988). Of the several thousand vernal pools that are located around Sacramento, Coe (1988) suggested that perhaps 1,800 vernal pools will be adversely affected due to future development in western Placer County alone.

Western Placer County is located in the Southeastern Sacramento Vernal Pool Region, one of 17 vernal pool regions in the State of California defined by the CDFG in the California Vernal Pool Assessment Preliminary Report (Keeler-Wolf *et al.* 1998; Service 2004). The regions were identified according to biological, geomorphological, and soils information. The Southeastern Sacramento Valley Vernal Pool Region contains almost 15 percent of the remaining vernal pool

grasslands in the State, and it supports 35 percent of the known occurrences of the vernal pool fairy shrimp. It is the most threatened by development of the 17 regions. According to Holland (1998), Placer County has lost 1,525 acres of vernal pool habitat from 1994 to 1997, at a rate of approximately 508 acres per year, or just over 1 percent per year. In this vernal pool region, both the vernal pool fairy shrimp and the vernal pool tadpole shrimp are threatened by urban development, and also by lack of management and monitoring on mitigation sites and other protected lands where these species are known to occur (Service 2004).

Throughout the Central Valley, approximately 13,000 acres of vernal pool habitats, including mitigation banks, have been set aside for the vernal pool fairy shrimp specifically as terms and conditions of section 7 consultations (Service 2004). In the Southeastern Sacramento Valley Vernal Pool Region, vernal pool fairy shrimp occurrences are protected from development at a number of private mitigation areas, mitigation banks, private ranches with conservation easements, and the Beale Air Force Base in Yuba County. Very few actions have been taken specifically to benefit the vernal pool tadpole shrimp, although several Habitat Conservation Plans are developing vernal pool preserve plans in the region, including Sacramento and Placer Counties (Service 2004).

Nonetheless, human population growth in Placer County continues to steadily increase, particularly in the communities of Roseville and Lincoln, thereby threatening extant occurrences of listed vernal pool crustaceans. The City of Lincoln is projected to have a population of 62,414 in 2025, up from 16,154 in the year 2000 (Caltrans 2003). The fastest growing housing markets in the Sacramento metropolitan region include the communities of Lincoln and Roseville. Population growth in the City of Lincoln has corresponded to the growth of housing, which increased from 3,359 housing units in 1999 to 6,766 housing units in 2002; the Sun City Lincoln Hills development was a significant contributor to this population and housing surge, adding approximately 2,800 homes with an additional 3,800 homes yet to be built (Caltrans 2003). Housing units in the City of Lincoln are expected continue to increase by 26 percent over the next 20 years, from approximately 6,541 units in 2003 to approximately 24,964 units in 2025 (Caltrans 2003). It is anticipated that job growth will increase 40 percent between 2000 and 2025 in the suburban areas of the Sacramento metropolitan region, including Lincoln and Roseville, thereby increasing the demand upon transportation infrastructure (Caltrans 2003).

A number of State, local, private, and unrelated Federal actions have occurred within the project area and adjacent region affecting the environmental baseline of these species. Some of these projects have been subject to section 7 consultation. The Service has issued 106 biological opinions on proposed projects in Placer County that have adversely affected one or both of these shrimp species since they were listed in 1994. This total does not reflect the formal consultations that were amended. These projects in Placer County actions have resulted in both direct and indirect affects to vernal pools within the region, and have contributed to the loss of vernal pool tadpole shrimp and vernal pool fairy shrimp populations. Although these projects in Placer County have eliminated vernal pools and vernal pool complexes, the offsetting compensating measures are designed to minimize the effects of take of listed vernal pool crustaceans resulting in both negative and positive effects to these species. Although a reduction of the two shrimp populations has not been quantified, the acreage of lost habitat continues to grow.

The proposed project is underlain by terrace and alluvial bottom soils typical of western Placer County. Twelve soil types are mapped within the proposed action area (USDA-SCS 1980). These include the Cometa-Fiddymment complex, the Cometa-Ramona sandy loams, the Fiddymment-Kaseberg loams, the Kilaga loam, the Ramona sandy loam, the San Joaquin and San Joaquin-Cometa sandy loams, the Exchequer-Rock outcrop complex, and the Inks-Exchequer complex, all of which may support vernal pools and vernal swales. The vernal pools situated on Exchequer soils on the Mehrten geologic formation, a rare type of Northern Volcanic Mudflow vernal pool which has been reduced to only a few acres within Placer County, are also biologically unique and rare (Service 2003). The Mehrten geologic formation and its associated soils are found along portions of the proposed project alignment. This formation is characterized by eroded, high-standing remnants of fans from volcanic mud and lava flows. Along the distal edges of this geologic formation are flatter areas that commonly contain a disjunct network of vernal pools and swales (Smith and Verrill 1998). This geographically-restricted geological formation and biological habitat has nearly been eliminated in western Placer County. Because of the rarity of the Mehrten geologic formation in western Placer County and the possibility of unique adaptations that vernal pool species may have in the associated vernal pools, this geologic formation is biologically important.

Western Placer County represents important, high quality habitat for the two shrimp populations by providing large, nearly contiguous areas of relatively undisturbed vernal pool habitat. Although Placer County has relatively few documented occurrences of vernal pool tadpole shrimp within the range of the species as compared to other counties, it contains the third greatest number of occurrences of vernal pool fairy shrimp within the range of the species. Placer County contains 37 (11 percent) out of the total of 347 reported occurrences of vernal pool fairy shrimp, and 2 (1 percent) out of the total of 174 reported occurrences of vernal pool tadpole shrimp (CNDDB 2004). Further, Sugnet and Associates (1993) reported that of the 3,092 "discrete populations" checked, 178 locations (6 percent) were found to support the vernal pool fairy shrimp. Of this total, 42 locations (24 percent) were within Placer County. Of the 3,092 locations checked, only 345 locations, or about 11 percent of all locations checked, were found to support the vernal pool tadpole shrimp. Of these 345 locations supporting the vernal pool tadpole shrimp, only 1 (less than one percent) was in Placer County.

The proposed action area was surveyed for the presence of listed vernal pool crustaceans as a part of the Natural Environment Study (Beak 1991; Caltrans 1994; LSA 2000). These surveys found vernal pool fairy shrimp throughout all the proposed alignments, including the preferred alignment for the proposed project. There are records for vernal pool tadpole shrimp in the immediate vicinity of the proposed project (LSA 1999), including one record at the U.S. Air Force's Lincoln Communications Facility, located approximately four miles southwest of the proposed project alignment (CNDDB 2004). Consequently, it is inferred that vernal pool tadpole shrimp occur in suitable habitat throughout the proposed project action area (LSA 1999, 2004a). The Service believes that the vernal pool tadpole shrimp is reasonably certain to occur within the action area because of the biology and ecology of the animal, the presence of suitable habitat in and adjacent to the action area, as well as the recent observations of this listed species.

Vernal Pool Fairy Shrimp Critical Habitat

Approximately 32,134 acres of the designated 32,230-acre critical habitat Unit 12 (for the vernal pool fairy shrimp) are located in Placer County (Service 2003). Unit 12 contains 70 percent of the remaining vernal pool habitat in Placer County (Service 2003). This unit has been identified as one of the outstanding vernal pool sites remaining in the Sacramento Valley (Service 2003). Vernal pool fairy shrimp within Unit 12 occur in both Northern Hardpan and Northern Volcanic Mudflow vernal pools (Service 2003; Sawyer and Keeler-Wolfe 1995), but also in vernal pools on Exchequer soils on the Mehrten geologic formation, a rare type of Northern Volcanic Mudflow vernal pool which has been reduced to only a few acres within Placer County (Service 2003). Unit 12 occurs mostly west of SR 65, and consists two primary portions: 1) a larger contiguous block extending southerly and southwesterly from the southern limits of the City of Lincoln to the Sacramento County border and 2) a smaller contiguous block extending northerly and northwesterly from the northeastern limits of the City of Lincoln to Coon Creek. The proposed project would bisect several distinct vernal pool complexes within the northern block of Unit 12.

A number of State, local, private, and unrelated Federal actions have occurred within the project area and adjacent region affecting the designated critical habitat of the vernal pool fairy shrimp. Some of these projects have been subject to prior section 7 consultation. The Service has issued five biological opinions to Federal agencies on proposed projects in California that have affected the critical habitat of the vernal pool fairy shrimp since it was designated in 2003. The Service is currently consulting on six additional proposed projects, including this one and another in Placer County, which may adversely modify designated critical habitat for the vernal pool fairy shrimp.

Development projects completed within western Placer County and critical habitat Unit 12 for the vernal pool fairy shrimp include the Highland Reserve, Highland Reserve North, Sunset West, Stanford Ranch, Twelve Bridges, Sun City Lincoln Hills, and Stoneridge Specific Plan Area (e.g., Olympus Oaks and Cavitt Ranch projects). General and Specific Plans for the western Placer County area are currently being prepared and/or evaluated, such as the proposed Placer Vineyards, Antonio Mountain Ranch, Three-D South, Whispering Springs, Placer Parkway, Lincoln Crossing, Aitken Ranch, Sundance, and Nader property. In addition, we are aware of other proposed housing, industrial, infrastructure, energy facilities, universities, hospitals, and other development projects in and around the cities of Lincoln, Rocklin, Roseville and in Placer County.

Portions of Unit 12 include the City of Lincoln, which in recent years has experienced a rapid rate of growth, particular in the southern portion of the City. In the area south of Lincoln Airport, approximately 521 acres of designated critical habitat in Unit 12 has already been developed (LSA 2004b). The City of Lincoln is currently updating its General Plan. Three alternatives are being considered that propose varying degrees of additional growth around the current city limits. Depending on the alternative selected, between 2,200 and 3,700 acres of additional critical habitat in Unit 12 could be lost to development (LSA 2004b).

The southeastern boundary of Unit 12 abuts the western limit of the City of Roseville. The Service recently issued a biological opinion on the proposed 3,162-acre West Roseville Specific Plan that would allow for a mixed-use development consisting of residential, commercial, industrial, and open space uses to the west of the current city boundary; this area would be annexed into the City (LSA 2004b). The City is currently reviewing a separate but related Sphere of Influence adjustment that includes an additional 2,378 acres in this area. The total area of 5,540 acres is almost entirely within Unit 12 (LSA 2004b).

These completed and proposed projects have resulted in or will likely result in significant, unavoidable affects to biological communities. These effects include the elimination of vernal pools, intermittent drainages and other seasonal wetlands, the reduction of the number of vernal pool complexes within the area, all of which result in both direct and indirect effects to vernal pools, and contributes to the loss of vernal pool fairy shrimp and vernal pool tadpole shrimp occurrences. Despite these affects, we assume that city and county governments will continue to approve development projects within the area. According to one study, the combination of recent and proposed development in the cities of Lincoln and Roseville may eventually eliminate up to 9,768 acres, or approximately 31 percent, of the designated Critical Habitat Unit 12 for the vernal pool fairy shrimp (LSA 2004b). According to a Service analysis of various development scenarios proposed in General and Specific Plans for the western Placer County area, however, the loss of vernal pool grasslands in western Placer County and Critical Habitat Unit 12 could actually approach 70 percent (pers. comm., J. Wild, Sacramento Fish and Wildlife Office, 2005).

In summary, the condition of Critical Habitat Unit 12 retains the primary constituent elements that resulted in its designation. The high density and contiguous arrangement of vernal pool complexes within Unit 12 indicate the relatively high quality and functionality of vernal pool habitat within this unit. This condition of Unit 12, however, is threatened by habitat fragmentation and degradation resulting from ongoing development within Placer County. The proposed project will contribute towards this fragmentation and degradation of Unit 12.

The proposed project will affect approximately 40.713 wetted acres of vernal pool fairy shrimp Critical Habitat Unit 12, including approximately 23.589 wetted acres directly and 17.124 wetted acres indirectly. In addition, approximately 206 acres of contributing uplands associated with vernal pools and vernal swales within critical habitat Unit 12 will be similarly affected (LSA 2004b). This accounts for 1.6 percent of the total Unit 12 acreage, as originally designated. If the loss of designated critical habitat resulting from the recent and projected growth of the cities of Lincoln and Roseville is evaluated, then the proposed project will affect approximately 2.3 percent of the remaining portion of designated Critical Habitat Unit 12 for the vernal pool fairy shrimp (LSA 2004b). The proposed project will effectively bisect several distinct vernal pool complexes within the northern block of Unit 12, contributing to the on-going fragmentation of Unit 12.

Effects of the Proposed Action

Direct Effects

Direct effects are the immediate effects of the proposed project on the species or its habitat and include the effects of interrelated action and interdependent actions. Interrelated actions are those actions that are part of a larger action and depend on the larger action for their justification. Interdependent actions are those actions that have not independent utility apart from the proposed action (50 CFR §402.02).

Valley Elderberry Longhorn Beetle

The proposed action is likely to adversely affect the beetle by removing 2 elderberry shrubs located within 20 feet of the centerline of the project's proposed alignment. The shrubs are located in the riparian habitat and, in total, have 10 stems greater than one inch in diameter at ground level. None of these shrubs contain beetle exit holes. Transplantation of 2 shrubs will temporarily reduce the amount of habitat available to the beetle, and may harm any beetle larvae which may presently be developing within the plants.

Vernal Pool Tadpole Shrimp and Vernal Pool Fairy Shrimp

Although vernal pool fairy shrimp and vernal pool tadpole shrimp exhibit slightly differing habitat requirements and life cycles, they often inhabit the same vernal pool complexes and have been known to co-occur in individual vernal pools. These species are supported by similar habitat types, including vernal pools, seasonally ponded areas within vernal swales, rock outcrop ephemeral pools, playas, alkali flats, and other depressions that hold water of similar volume, depth, area, and duration. Therefore, both species are subject to a common set of threats and considerations.

Surveys identified the presence of vernal pool fairy shrimp within the action area of the proposed project (Beak 1991; Caltrans 1994). There are records for vernal pool tadpole shrimp in the immediate vicinity of the proposed project (LSA 1999; CNDDDB 2004). Consequently, it is assumed that vernal pool tadpole shrimp occur in suitable habitat throughout the proposed project action area (LSA 1999, 2004a). All of the vernal pools and seasonal wetlands on the proposed project site, however, provide appropriate habitat for both vernal pool fairy shrimp and vernal pool tadpole shrimp. Because these species are known from the within the proposed project's action area and/or the immediate vicinity, and it is likely the vernal pool crustaceans would disperse within the watershed between the project sites, the applicant assumes presence of vernal pool fairy shrimp and vernal pool tadpole shrimp in all suitable habitat on the proposed project site. Therefore, construction of the proposed project in any portion of the proposed project site that supports suitable habitat is likely to adversely affect populations of vernal pool fairy shrimp and vernal pool tadpole shrimp.

The proposed project would result in direct effects to 26.941 wetted acres of vernal pool crustacean habitat, including 23.589 wetted acres of designated critical habitat for the vernal pool fairy shrimp. An entire vernal pool or seasonal wetland will be directly affected even when only

a portion of it is filled or subject to similar direct affects because this may result in a an alteration to the hydrology of the vernal pool/seasonal wetland and/or increased sedimentation (see Adamus *et al.* 2001; Sheldon *et al.* 2003).

Vernal Pool Fairy Shrimp Critical Habitat

This biological opinion does not rely on the regulatory definition of "destruction or adverse modification" of critical habitat at 50 CFR 402.02. Instead, we have relied upon the statute and the August 6, 2004, Ninth Circuit Court of Appeals decision in *Gifford Pinchot Task Force v. U.S. Fish and Wildlife Service* (No. 03-35279) to complete the following analysis with respect to critical habitat.

The direct effects to the species, described above, similarly affect vernal pool fairy shrimp designated critical habitat and its primary constituent elements (*i.e.*, habitat components that are essential for the primary biological needs of the species). Of the 26.941 wetted acres of vernal pool crustacean habitat that would be directly affected by the proposed project, approximately 23.589 wetted acres of this is designated critical habitat for the vernal pool fairy shrimp (*i.e.*, Unit 12). Due to the nature of the proposed project, most of the direct affects to critical habitat are permanent and will occur at the time of project construction which will extend over a period of two to four years. Many of the vernal pools and vernal swales within the proposed project footprint will be graded and filled, others will be affected by the construction of drainage facilities, installation of fencing, and/or landscaping (LSA 2004b). Approximately 206 acres of contributing uplands associated with vernal pools and vernal swales within critical habitat Unit 12 will be similarly affected (LSA 2004b).

Interrelated and Interdependent Actions

Additional effects from interrelated and interdependent actions are expected from the proposed project. Interrelated actions are those that are part of a larger action and depend on the larger action for their justification. Interdependent actions are those that have no significant independent utility apart from the proposed action.

Continuing development in western Placer County, and particularly in the City of Lincoln, and the expansion of planned growth that is facilitated by the implementation of the proposed project will require the extension of utilities and the enlargement of roads in areas adjacent to and surrounding the proposed project's action area. Utility improvements may include the development of a well field, water supply lines, and water treatment facilities and sewer lines. These future projects may adversely affect several federally-listed species, some of which may occur outside of the action area for the proposed project, including the vernal pool crustaceans, beetle, the California red-legged frog (*Rana aurora draytonii*), the slender Orcutt grass, and designated critical habitat for the vernal pool fairy shrimp.

The development and urbanization of western Placer County has resulted in the destruction of seasonal wetlands and the loss of habitat for listed vernal pool crustaceans. Urbanization has also resulted in the channelization and degradation of creeks and riparian areas in the region, which may contain elderberry shrubs, potential habitat for the beetle. This development has

resulted in the conversion of habitat for listed vernal pool crustaceans and the beetle to incompatible uses. Additional effects include degradation of water quality, increased pollutant run-off, and habitat fragmentation.

Indirect Effects

Indirect effects are caused by or result from the proposed action, are later in time, and are reasonably certain to occur. Indirect effects may occur outside of the area directly affected by the action (50 CFR §402.02).

The purpose of the proposed action is to alleviate the associated increase of vehicular traffic resulting from current and projected increases in human population in the region. Because the existing transportation network, which has less capacity than the network associated with the proposed action, would limit the development potential of the area, it is likely that the implementation of the proposed project will facilitate the development of privately owned lands adjacent to and in the vicinity of the proposed project, resulting in indirect effects to listed species and habitat.

Although the proposed project may change the pattern of growth in the area, much of the growth that would occur in the vicinity of the proposed action area can be determined by reviewing plans of the City of Lincoln and Placer County, obtaining information on projected growth, recent development patterns, discussions with City and County personnel, and the policies currently implemented in the proposed project area (Caltrans 2003). Planned growth is occurring in the proposed project area, and the proposed project may accelerate some of this planned growth. Growth is likely to occur along the new highway corridor and particularly at the locations of proposed new interchanges, as stated in the *Route 65 Lincoln Bypass Natural Environment Study Report* (LSA 1999): "Given the project's proximity to the City of Lincoln, and the growth anticipated for the Lincoln area, it is reasonable to expect that the [proposed] Route 65 project may facilitate additional development at these interchange locations beyond what would be expected to occur without the bypass project." Studies have shown that development will likely occur when new roads allow access to land previously inaccessible and the area is prime for development (Caltrans 2003). In evaluating indirect effects, a four mile circle was drawn around each of the proposed intersections/interchanges associated with the proposed project. These circles are considered to be potential influence areas from both the proposed project and development patterns already occurring in the area (Caltrans 2003).

The proposed intersections at Industrial Avenue, Nelson Lane, Wise Road, and Riosa Road are each expected to be eventually upgraded to interchanges (Caltrans 2003). These interchanges would accommodate heavy volumes of traffic that are expected in the area, serving the residents of the Twelve Bridges and Lincoln Crossing subdivisions, commuters and inter-regional travelers, providing access to the Lincoln Regional Airport and the industrial area adjacent to the Airport, and serving the community of Sheridan (Caltrans 2003). Much of the land surrounding these proposed interchanges is zoned for residential development, industrial uses, and agriculture (Caltrans 2003). Although it is the City of Lincoln's policy is to ensure that agriculture will continue to be a significant land use within the City, it can be expected that the agricultural areas would be under increased pressure to develop when access is provided and the roads are

improved (Caltrans 2003). Development companies, not farmers or ranchers, however, own agriculturally-zoned land near the proposed intersections/interchanges and most of the investment properties are within the area that is projected for annexation into the City of Lincoln (Caltrans 2003).

The majority of vernal pool complexes, including approximately 1,480 acres of vernal pool grasslands, within the proposed project's action area (*i.e.*, within the four mile circles surrounding the proposed intersections/interchanges), are located around the proposed Wise Road intersection/interchange (Caltrans 2003). Approximately 2,124 total acres of vernal pool grasslands are located around the other three proposed interchanges (Caltrans 2003). Caltrans has worked in coordination with Placer Legacy and EPA to develop an avoidance strategy to conserve the Coon Creek corridor by including acquisition of conservation parcels that will both keep the Coon Creek corridor intact and minimize facilitated planned growth around the proposed Wise Road intersection/interchange (Caltrans 2003).

The City of Lincoln is one of the fastest growing areas in the State of California and is accommodating this growth with plans and policies. The City of Lincoln has proposals to expand the Airport, construct a new wastewater treatment and reclamation facility to serve both current customers and expected residents of the new subdivisions, and carry out local road improvements to accommodate the expected growth under the City's new general plan (Caltrans 2003). The area between the City of Lincoln and the proposed bypass is expected to be developed within the general plan horizon (Caltrans 2003). This growth has occurred in spite of the transportation infrastructure not keeping pace with the need (Caltrans 2003). Since the details for much of the development that is facilitated by this project has not been provided, the Service has not fully evaluated or analyzed future affects. Therefore, this biological opinion will not cover in our incidental take statement these affects.

Valley Elderberry Longhorn Beetle

Since there are no other elderberry shrubs located within the proposed project's alignment, there will be no indirect effects to the beetle.

Vernal Pool Tadpole Shrimp and Vernal Pool Fairy Shrimp

Indirect effects to vernal pools in the project vicinity that could result from the implementation of the proposed project include hydrologic alteration, habitat fragmentation, disturbances from construction equipment, non-point source pollution, and impacts from human encroachment. All vernal pool crustacean habitats within 250 feet of proposed construction activities will be indirectly affected by project implementation. The habitat located more than 250 feet outside of proposed construction activities also could be indirectly affected if it is part of and contiguous to habitat affected.

The draft MMP (LSA 2004c) determined, based on a "watershed analysis", that 13.56 wetted acres of vernal pool crustacean habitat would be indirectly affected by the proposed project (see page 40, LSA 2004c). An analytical approach utilized by the Service indicates otherwise. The Service asserts that vernal pool habitats within 250 feet of the project footprint, plus any

additional vernal pools that are hydrologically interconnected or within the vernal pool complex, will be indirectly affected by construction activities. Thus, it is the Service's opinion that the proposed project could result in indirect effects to a total of 20.957 wetted acres of suitable vernal pool crustacean habitat, including 17.124 wetted acres of designated critical habitat for the vernal pool fairy shrimp. These features will be indirectly affected by construction activities occurring within 250 feet of them. Individual crustaceans and their cysts, which may inhabit these vernal pools and seasonal wetlands, may be injured or killed by any of the following indirect effects:

Erosion: The ground disturbing activities in the watershed of vernal pools associated with the proposed project action area are expected to result in siltation when pools fill during the wet season following construction. Siltation in pools supporting listed crustaceans may result in decreased cyst viability, decreased hatching success, and decreased survivorship among early life history stages, thereby reducing the number of mature adults in future wet seasons. The proposed project construction activities could result in increased sedimentation transport into vernal pool crustacean habitats during periods of heavy rains.

Changes in hydrology: The biota of vernal pools and swales can change when the hydrologic regime is altered (Bauder 1986, 1987). Survival of aquatic organisms like the vernal pool fairy shrimp and vernal pool tadpole shrimp are directly linked to the water regime of their habitat (Zedler 1987). Construction activities may alter a pool's hydro-period by blocking or impairing surface and subsurface flows or by damaging the impervious subsoil layer, for instance, through excavation or compaction of the subsurface strata, in the vicinity of the vernal pool. Therefore, construction near vernal pool areas will, at times, result in the decline of local sub-populations of vernal pool organisms, including fairy shrimp and tadpole shrimp.

Introduction of non-natives: There is an increased risk of introducing weedy, non-native plants into the vernal pools both during and after project construction due to the soil disturbance from clearing and grubbing operations, and general vegetation disturbance associated with the use of heavy equipment.

Human intrusion and chemical contamination: The project may increase the amount of human-related disturbance on vernal pool crustacean habitats within and adjacent to the proposed project action area. De Weese (1994) found that the most frequently observed adverse impacts to vernal pool species habitat were human-related. Pollutants such as petroleum products, pesticides, herbicides, fertilizers, soap, and other hazardous materials could be conveyed into vernal pool crustacean habitats by overland runoff during the rainy season, thereby adversely affecting the listed vernal pool crustaceans and/or their cysts and their habitats. The runoff from chemical contamination can kill listed species by poisoning. Vernal pool crustaceans are very sensitive to the chemistry of their habitat (Belk 1977; Eng *et al.* 1990; Gozalez *et al.* 1996). Individuals may be killed directly or suffer reduced fitness through physiological stress or a reduction in their food base due to the presence of these chemicals. Vernal pools adjacent to the proposed project site are likely to experience some level contamination by constituents contained in roadway runoff. The project proponent, however, has incorporated into the project's design roadside drainage ditches; these ditches would be constructed along the new alignment in order to contain and filter roadway runoff, thus minimizing the effects of roadway runoff on adjacent vernal pool

crustacean habitat. Contamination of adjacent ponds may increase as a result of increased discharge of sediments into surface waters from landscaped areas. Fertilizer contamination can lead to eutrophication of seasonal ponds, which can kill vernal pool species by reducing concentrations of dissolved oxygen (Rogers 1998). Implementation of Best Management Practices for hydrologic and stormwater features as proposed by the applicant will decrease the potential indirect effects on ponds located adjacent to the project site.

Vernal Pool Fairy Shrimp Critical Habitat

The indirect effects to the species, described above, similarly affect designated critical habitat and constituent elements for vernal pool fairy shrimp. Indirect effects are more subtle and may occur over a long period of time. The intensity of indirect effects will vary depending on proximity to areas of direct effects, relative elevation, microtopography, and other factors. The habitats that are indirectly affected support habitat components that are essential for the primary biological needs of crustacean feeding, growth, breeding, reproduction, and dispersal, and plant germination, growth, reproduction, and dispersal. Of the 20.957 wetted acres of suitable vernal pool crustacean habitat that will be indirectly affected by the proposed project, approximately 17.124 wetted acres of this is designated critical habitat for the vernal pool fairy shrimp (*i.e.*, Unit 12). Approximately 17.124 wetted acres of designated critical habitat within Unit 12 will be indirectly affected by the proposed project.

Inclusive of the 23.589 wetted acres of directly effects and the 17.124 wetted acres of indirect effects, approximately 1.6 percent of designated critical habitat within Unit 12 will be directly and indirectly affected by the proposed project. This percentage may actually be higher and as much as 2.3 percent, however, if recent and projected development in the region is incorporated (LSA 2004b).

In addition to the adverse effects detailed above, the proposed project will contribute to a local and range-wide trend of habitat loss and degradation, the principal reasons that the vernal pool fairy shrimp and vernal pool tadpole shrimp have declined. The proposed project will contribute to the fragmentation and reduction of the acreage of the remaining listed vernal pool crustacean habitat located in western Placer County and throughout the range of these two listed vernal pool crustaceans.

Habitat Preservation

To offset the permanent loss of habitat for listed vernal pool crustaceans, the applicant has proposed such conservation measures as the creation, acquisition, permanent preservation, and management of up to 107.94 wetted acres of vernal pool crustacean habitat. One of the proposed preservation areas includes the 317-acre Aitken Ranch. The 317-acre Aitken Ranch Mitigation Site was established by Wildlands, Inc., a private habitat development company, to preserve and create habitat to offset the habitat losses which result from development in Placer County. This property has approximately 21.16 wetted acres of created or preserved vernal pools and vernal swales, in addition to other habitat features, and vernal pool fairy shrimp are known to occur on this property. Caltrans purchased these habitat preservation and creation values in advance of

environmental document approval to ensure that these resources are protected in perpetuity (Caltrans 2003).

The project proponent has also proposed to acquire the approximately 800-acre Rockwell-Mariner property, located south of Wise Road and west of Dowd Road, northwest of the City of Lincoln. This property has an estimated 79 wetted acres of vernal pool crustacean habitat, all within designated critical habitat for the vernal pool fairy shrimp. This figure has not been confirmed by ground truth techniques or delineation. The presence of listed vernal pool crustaceans are inferred within suitable habitat along the proposed project alignment, including the Rockwell-Mariner property (LSA 2004c). In addition, the project proponent has further proposed to purchase the equivalent of 7.53 acres of vernal pool habitat preservation credits at Bryte Ranch Conservation Bank located in Sacramento County. Bryte Ranch and the proposed project site are located within the same Southeastern Sacramento Valley Vernal Pool Region, as defined in the Service's *Draft Recovery Plan for Vernal Pool Ecosystems of California and Southern Oregon* (2004). The vernal pool crustacean habitats found on the two sites, however, are not comparable in quality and characteristics. Vernal pool crustacean habitat located on Bryte Ranch is qualitatively different from that found on the proposed project site for several reasons, including: 1) Bryte Ranch is located outside of designated critical habitat for the vernal pool fairy shrimp; 2) the soil types found on Bryte Ranch are different from those found on the proposed project site (LSA 2004c); 3) Bryte Ranch is located on a different geo-morphological surface than the proposed project site; and 4) within this Vernal Pool Region, Bryte Ranch is located within the Mather Core Area and the proposed project site is located within the Western Placer County Core Area. According to the Draft Recovery Plan (Service 2004), these core areas were established based on the understanding that these support viable populations of vernal pool species and/or will contribute to the connectivity of habitat and, thus, the increase of dispersal opportunities between populations. The preservation and enhancement of each core area is important to maintain and possibly expand the distribution of vernal pool species range-wide (Service 2004).

Of the 107.94 wetted acres of vernal pool crustacean habitat that the project proponent has proposed to protect in perpetuity, approximately 97.59 of this is existing habitat, and approximately 90.06 acres are located in western Placer County. Of this existing habitat that is proposed to be protected, approximately 81 percent, or approximately 79 acres, is located within designated critical habitat for the vernal pool fairy shrimp in western Placer County. The permanent protection of 90.06 acres of existing vernal pool crustacean habitat in western Placer County will achieve approximately a 69 percent rate of vernal pool crustacean habitat preservation in western Placer County, and likewise, represent approximately a 31 percent rate of vernal pool crustacean habitat loss therein.

Cumulative Effects

Cumulative effects include the effects of future State, Tribal, local or private actions that are reasonably certain to occur in the action area considered in this biological opinion. Future Federal actions that are unrelated to the proposed action are not considered in this section because they require separate consultation pursuant to section 7 of the Act.

A number of highway improvement projects are proposed within the region to address existing congestion and safety concerns while providing for inter-regional transportation needs (Caltrans 2003). These improvements may facilitate planned development in some areas, but are not expected to accelerate conversion of agricultural and other open space lands to developed uses except where this conversion is already occurring or planned, such as in the City of Lincoln (Caltrans 2003). Most of these proposed road improvements are needed to keep pace with local and regional development conditions and prevent further deterioration of service levels and safety. Completed transportation improvement projects include the SR 65 improvement from Roseville to Industrial Avenue, the Blue Oaks Interchange, and the SR 193 improvements. Future improvements to the State highway system include the Wheatland Bypass, the widening of SR 70 between McGowen and Striplin, SR 99 improvements, the Third River Crossing, the Marysville Bypass, and Placer Parkway. These various projects will contribute to cumulative losses of habitat for federally-listed species such as vernal pool crustaceans and the beetle across their range. While these activities may alter the habitats of the vernal pool crustaceans and the beetle and can potentially harass, harm, injure, or kill these species, because they have a federal nexus, they will be subject to section 7 consultation, and, therefore, will be conducted in accordance with standard avoidance and minimization measures for the listed species.

The Service is aware of other projects currently under review by the State, County, and local authorities where biological surveys have documented the occurrence of federally-listed species. These projects include such actions as urban expansion, water transfer projects that may not have a Federal nexus, and continued agricultural development. The cumulative effects of these known actions pose a significant threat to the eventual recovery of these species.

Several specific plans have been developed to govern development in the region. These specific plans are as follows: Twelve Bridges, Lincoln Crossing, Three D, Laehr Estates, Joiner Ranch, Foskett Ranch, Air Center, Lincoln Gardens, and Sterling Point. These specific plans cover a total of 8,460 acres and up to 18,704 residential units and 41,584 people (Caltrans 2003).

The Placer County General Plan identifies the predictable effects of the planned growth within the County. Development under the Land Use Element described in the General Plan could result in a population increase of 45,000 over the 1990 baseline population, mostly occurring in southern Placer County (Caltrans 2003). Up to 17.2 percent, or 5,000 acres, of existing grassland and up to 32.4 percent, or 49,560 acres, of existing agricultural and range lands could be converted to or degraded by planned urban, suburban, and rural residential development in Placer County (Caltrans 2003). This growth and conversion would contribute to several potentially significant affects to listed species, including loss, alteration, or degradation of habitat, particularly of wetlands, degradation of water quality, and increases in the frequency and intensity of flooding.

The majority of vernal pools in the region of western Placer County have been disturbed in some fashion, due in part to agricultural uses (Caltrans 2003). Specific Plan environmental documents have indicated that at least 19.61 acres and as much as 63.62 acres of seasonal wetland habitat could be affected as these plans are implemented (Caltrans 2003). A total of 4,038 acres of vernal pool grasslands, including 25.1 acres of vernal pools and 7.91 acres of seasonal wetlands

that are located within the four-mile circles could be potentially affected by future development (Caltrans 2003; see also FHWA's January 25, 2005, letter to the Service).

Valley Elderberry Longhorn Beetle

Continued human population growth in the Central Valley, in general, and the Lincoln area, in particular, is expected to drive further development of agriculture, cities, industry, transportation, and water resources in the foreseeable future. Some of these future activities will not be subject to Federal jurisdiction, and thus are considered to enter into cumulative effects. These future activities are likely to result in loss of riparian and other habitats where elderberry shrubs and the beetle occur.

Many of the activities affecting the beetle may affect elderberry shrubs located within riparian ecosystems adjoining or within jurisdictional wetlands. These projects will be evaluated via formal consultation between the Service and the Corps via the Federal nexus provided by section 404 of the Clean Water Act. There are, however, a number of projects for which there is no need to discharge dredged or fill materials into waters of the U.S. These projects, for which no section 404 permit is required, may lack a Federal nexus and, thus, move forward with no formal consultation. These projects pose a significant threat to the recovery of the beetle, particularly when they result in the removal of elderberry savanna ecosystems. These foothill/upland landscapes often consist of mixed stands of elderberry shrubs and oak (*Quercus* spp.) trees which are interspersed with open grasslands in a savanna-like arrangement.

Elderberry shrubs in these savanna systems often achieve great size, perhaps due to the lack of light competition from broadleaf trees and/or entanglement with California grape (*Vitis californicus*) and/or Himalayan blackberry (*Rubus discolor* syn. *procerus*) vines, as often occurs in riparian communities. Elderberry savanna communities are important in that they represent a large portion of the diverse habitat in which elderberry shrubs occur and because urban sprawl threatens a significant acreage of these systems. This loss of habitat negatively affects the environmental baseline and is difficult to quantify.

Vernal Pool Tadpole Shrimp and Vernal Pool Fairy Shrimp

Because the vernal pool tadpole shrimp and vernal pool fairy shrimp are endemic to vernal pools in the Central Valley, coastal ranges, and a limited number of sites in the transverse range and Santa Rosa plateau of California, the Service anticipates that a wide range of activities will affect these species. Such activities include, but are not limited to: (1) urban development, (2) water projects, (3) flood control projects, (4) highway projects, (5) utility projects, (6) chemical contaminants, and (7) conversion of vernal pools to agricultural use. Many of these activities will be reviewed under section 7 of the Act as a result of the Federal nexus provided by section 404 of the Federal Water Pollution Control Act, as amended (Clean Water Act).

The proposed project is located in a region where future destruction and modification of vernal pool crustacean habitat is anticipated. Placer County will continue to develop within the County's sphere of influence. Development in the vicinity of the proposed project is expected to result in further destruction of habitat for the listed vernal pool crustaceans. Continued loss of

these habitats throughout the region could conceivably affect the genetic diversity of the local population(s) of listed vernal pool crustaceans. Any loss of genetic diversity can have significant effects on a population's ability to respond to environmental change over time (Frankel and Soulé 1981). Within the proposed action area, the predominant types of non-federal actions that might affect the listed vernal pool crustaceans consist of residential and commercial development.

Vernal Pool Fairy Shrimp Critical Habitat

Recent and projected development in western Placer County and in the vicinity of the proposed project is expected to result in the continued degradation and fragmentation of designated critical habitat for the vernal pool fairy shrimp, specifically Unit 12. Already, approximately 521 acres of designated critical habitat in Unit 12 has already been developed around the city of Lincoln (LSA 2004b). Depending on the alternative selected for the City of Lincoln's General Plan, between 2,200 and 3,700 acres of additional critical habitat in Unit 12 could be lost to development (LSA 2004b). The City of Roseville has proposed the development of approximately 5,540 acres of Critical Habitat Unit 12 (LSA 2004b). The combination of recent and proposed development in the cities of Lincoln and Roseville may eventually eliminate up to 9,768 acres, of approximately 31 percent, of the designated Critical Habitat Unit 12 for the vernal pool fairy shrimp.

Placer Legacy Habitat Conservation Plan

A number of on-going and proposed projects could contribute to the adverse affects to the beetle, vernal pool crustaceans, and designated critical habitat for the vernal pool fairy shrimp within Placer County as a whole. Within this area, the predominant types of non-federal actions that might affect these species consist of residential and commercial development.

Placer Legacy was established in 1998, using three groups (*i.e.*, Citizens Advisory Committee, Interagency Working Group, and a Scientific Working Group) to provide input from a variety of stakeholders in Placer County, to create a Habitat Conservation Plan (HCP), and to provide a conservation strategy for the region. The Placer Legacy is working on the HCP and a Natural Communities Conservation Plan (NCCP). Placer Legacy's activities should minimize and mitigate for some of the potential effects of facilitated planned growth that may result from the implementation of the proposed project (Caltrans 2003).

So while development activities in western Placer County may negatively affect vernal pool crustaceans and other listed species and their habitats, the HCP/NCCP will eventually ensure that development activities would avoid, minimize, and compensate for take of listed species to the greatest extent possible. The HCP/NCCP would address the indirect effects of facilitated planned development that result from the interrelated and interdependent actions that result from the proposed project. At minimum, the HCP/NCCP will address the Federal and State listed species known at this time that may be affected by actions that are reasonably foreseeable as a result of the proposed action. Additional HCP/NCCP-covered species may be added as the HCP/NCCP is being developed. The HCP/NCCP will be coordinated with CDFG and will include any appropriate State listed species. The HCP/NCCP will address actions that are within

the land use authority of Placer County and are reasonably foreseeable as a result of the proposed action, including land use approvals that are related to entitlements. Additional activities may be added as the HCP/NCCP is developed. The HCP/NCCP will cover a cumulative effects boundary area that is reasonably foreseeable as a result of the proposed project and the future projects.

Conclusion

After reviewing the current status of the beetle, vernal pool fairy shrimp, and vernal pool tadpole shrimp, the environmental baselines for the area covered by this biological opinion, the effects of the proposed project, and the cumulative effects, it is the Service's biological opinion that Route 65 Lincoln Bypass project, as proposed, is not likely to jeopardize the continued existence of these species. Although the proposed project is likely to affect designated critical habitat for the vernal pool fairy shrimp, the conservation measures that have been proposed by the project proponent are sufficient to offset the loss of designated critical habitat of the vernal pool fairy shrimp.

We base this determination for the vernal pool crustaceans on the understanding that the acquisition and conservation of at least 107.94 wetted acres of suitable vernal pool crustacean habitat, including 97.59 acres of existing vernal pool crustacean habitat and 10.35 acres of created vernal pool crustacean habitat, should offset the direct and indirect effects of the proposed action.

Critical habitat has been designated for both the vernal pool tadpole shrimp and the vernal pool fairy shrimp. Because no designated critical habitat for the vernal pool tadpole shrimp exists within the proposed action area, none will be affected. Approximately 1.6 to 2.3 percent of the existing Critical Habitat Unit 12 for the vernal pool fairy shrimp will be adversely affected by the proposed project. At least 78.78 wetted acres of vernal pool crustacean habitat will be protected in perpetuity within designated Critical Habitat Unit 12 for the vernal pool fairy shrimp. Due to the relatively small amount of affects on designated critical habitat in consort with conservation measures which will ultimately achieve an eighty percent rate of preservation of this habitat within Placer County, the Service concludes that the project will not destroy or adversely modify critical habitat.

INCIDENTAL TAKE STATEMENT

Section 9(a)(1) of the Act and Federal regulation pursuant to section 4(d) of the Act prohibit the take of endangered and threatened fish and wildlife species without special exemption. Take is defined as harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or to attempt to engage in any such conduct. Harass is defined by the Service as an intentional or negligent act or omission which creates the likelihood of injury to a listed species by annoying it to such an extent as to significantly disrupt normal behavioral patterns which include, but are not limited to, breeding, feeding, or sheltering. Harm is defined by the Service to include significant habitat modification or degradation that results in death or injury to listed species by impairing behavioral patterns including breeding, feeding, or sheltering. Incidental take is defined as take

that is incidental to, and not the purpose of, the carrying out of an otherwise lawful activity. Under the terms of section 7(b)(4) and section 7(o)(2), taking that is incidental to and not intended as part of the agency action is not considered to be prohibited taking under the Act provided that such taking is in compliance with this Incidental Take Statement.

The measures described below are non-discretionary, and must be implemented by the FHWA so that they become binding conditions of any grant or permit issued to the applicant, as appropriate, in order for the exemption in section 7(o)(2) to apply. The FHWA has a continuing duty to regulate the activity covered by this incidental take statement. If the FHWA (1) fails to require any entity participating in the project to adhere to the terms and conditions of the incidental take statement through enforceable terms that are added to the permit or grant document, and/or (2) fails to retain oversight to ensure compliance with these terms and conditions, the protective coverage of section 7(o)(2) may lapse.

Amount or Extent of Take

Valley Elderberry Longhorn Beetle

The Service anticipates incidental take of the beetle will be difficult to detect or quantify. The cryptic nature of these species and their relatively small body size make the finding of an injured or dead specimen unlikely. The species occurs in habitats that make them difficult to detect. Due to the difficulty in quantifying the number of valley elderberry longhorn beetles that will be taken as a result of the proposed project, the Service is quantifying take incidental to the project as all valley elderberry longhorn beetles inhabiting or otherwise utilizing the elderberry shrubs/savannas containing stems 1.0 inch or greater in diameter at ground level located within 20 feet of the centerline of the proposed alignment on the project site. Therefore, the proposed project may incidentally take all beetles inhabiting two elderberry shrubs, totaling three stems measuring between one and three inches in diameter, five stems measuring between three and five inches in diameter, and two stems measuring greater than five inches in diameter on the proposed project site.

Vernal Pool Tadpole Shrimp and Vernal Pool Fairy Shrimp

Construction activities associated with the proposed project will directly affect 26.941 acres of listed vernal pool crustacean habitat, including 23.589 acres of designated critical habitat for the vernal pool fairy shrimp. Construction activities associated with the proposed project will indirectly affect 20.957 acres of listed vernal pool crustacean habitat, including 17.124 acres of designated critical habitat for the vernal pool fairy shrimp. Therefore, the proposed project will result in take of listed vernal pool crustacean species. The Service anticipates incidental take of vernal pool tadpole shrimp and vernal pool fairy shrimp will be difficult to detect or quantify for the following reasons: the aquatic nature of the organisms and their relatively small body size make the finding of a dead specimen unlikely; losses may be masked by seasonal fluctuations in numbers and other causes; and the species occurs in habitat that makes them difficult to detect. Due to the difficulty in quantifying the number of vernal pool fairy shrimp and vernal pool tadpole shrimp that will be killed as a result of the proposed action, the Service is quantifying take incidental to the project as the number of acres of vernal pool crustacean habitat that will

become unsuitable for the listed species due to indirect affects as a result of the proposed project. Therefore, the Service estimates that all vernal pool fairy shrimp and vernal pool tadpole shrimp inhabiting 47.898 acres of vernal pool crustacean habitat will become harassed, harmed, injured, or killed, as a result of the proposed project.

Vernal Pool Fairy Shrimp Critical Habitat

Approximately 40.713 acres of vernal pool fairy shrimp designated Critical Habitat Unit 12 will be permanently lost or degraded due to construction activities associated with the implementation of the proposed project. This loss represents 1.6 to 2.3 percent of Unit 12, and 0.005 percent of all designated fairy shrimp critical habitat. The 78.78 acres of vernal pool crustacean habitat on the approximately 800-acre Rockwell-Mariner property is within designated vernal pool fairy shrimp Critical Habitat Unit 12, which represents approximately 2.5 percent of Unit 12, will be protected in perpetuity.

Upon implementation of the following reasonable and prudent measures, incidental take associated with the proposed project on the beetle and vernal pool crustaceans in the form of harm, harassment, or death from habitat loss or direct mortality will become exempt from the prohibitions described under section 9 of the Act for direct and indirect effects. The incidental take associated with the proposed project is hereby exempted from prohibitions of take under section 9 of the Act.

Effect of the Take

In the accompanying biological opinion, the Service has determined that this level of anticipated take is not likely to result in jeopardy to the beetle and listed vernal pool crustaceans. Approximately 40.173 acres of designated critical habitat for the vernal pool fairy shrimp will be adversely affected and/or permanently lost. The proposed conservation measures, however, are sufficient to offset the loss of this designated critical habitat.

Reasonable and Prudent Measures

The Service has determined that the following reasonable and prudent measures are necessary and appropriate to minimize the effects of the proposed project on the vernal pool tadpole shrimp and vernal pool fairy shrimp.

1. FHWA shall minimize the adverse effects of the proposed project on the beetle and vernal pool crustaceans.
2. FHWA shall minimize temporary and permanent losses and degradation of habitat of the beetle and vernal pool crustaceans, and, to the greatest extent practicable, restore these habitats.

Terms and Conditions

In order to be exempt from the prohibitions of section 9 of the Act, the FHWA must ensure compliance with the following terms and conditions, which implement the reasonable and prudent measures described above. These terms and conditions are nondiscretionary.

1. The following terms and conditions implement reasonable and prudent measure number one (1):
 - a. The FHWA shall assure all conservation measures as proposed by the project proponent as described in the *Draft Mitigation and Monitoring Proposal for Route 65 Lincoln Bypass, Placer County, California* (LSA 2004c), on pages 56-59 of the *Route 65 Lincoln Bypass Biological Assessment* (LSA 2004a), the September 7, 2004, letter from FHWA to the Service, in the notes from the July 20, September 16, October 19, November 1, and November 5, 2004 meetings between the Service, FHWA, Caltrans, and other participants), and identified by the Service in the project description of our biological opinion are fully implemented.
 - b. FHWA shall assure the following "Best Management Practices" (BMPs) are implemented during project construction:
 - i. The project proponent shall include a copy of this biological opinion within its solicitations for construction of the proposed project, making the prime contractor responsible for implementing all requirements and obligations included within the project description of this biological opinion, and to educate and inform all other contractors involved in the project as to the requirements of the biological opinion. The project proponents shall make all applicable terms and conditions in this biological opinion a required item in all contracts for the project that are issued by the State to all contractors.
 - ii. At least 30 calendar days prior to initiating construction activities, the project proponents shall submit the names and curriculum vitae of the biological monitor(s) for the project.
 - iii. A Worker Environmental Awareness Training Program for construction personnel shall be conducted before the commencement of construction. The program shall provide workers with information on their responsibilities with regard to the listed vernal pool crustaceans and beetle, an overview of the life-history of these species, information on take prohibitions, and an explanation of the relevant terms and conditions of this biological opinion. Written documentation of the training must be submitted to the Sacramento Fish and Wildlife Office within three (3) working days of the completion of instruction.
 - iv. To ensure that the temporary loss of vernal pool crustacean habitat will be confined to the proposed project site, prior to groundbreaking, high-visibility fencing shall be placed along the boundaries of the construction zone to clearly

mark this zone and to prevent construction vehicles or personnel from straying onto adjacent off-site habitat. A Service-approved biologist shall assist in the identification of environmentally sensitive areas and direct the placement of high-visibility fencing on the project site. Such fencing will be inspected by the Resident Engineer and/or Construction Inspectors at the beginning of each work day and maintained in good condition. The fencing may be removed only when the construction of the project is completed.

- v. A Service-approved biologist shall conduct weekly inspections of the project site throughout the period that construction activities may affect adjacent vernal pool habitat. The biologist shall be on-call and available at all times for on-site inspection throughout the duration of project construction. The biologist, the Resident Engineer, and Construction Inspectors shall have the authority to halt any action that might result in take of listed species. If construction activities are halted under this authority, the Service and the CDFG shall be notified by telephone and letter within one (1) working day.
- vi. During construction operations, the number of access routes, number and size of staging areas, and the total area of the proposed project activity will be limited to the minimum necessary. Routes and boundaries will be clearly demarcated. Movement of heavy equipment to and from the project site will be restricted to established roadways to minimize habitat disturbance. The stockpiling of construction materials, portable equipment, vehicles, and supplies will be restricted to the designated construction staging areas and exclusive of the wetland avoidance areas. All fueling, cleaning, and maintenance of vehicles and other equipment will occur only within designated areas and at least 250 feet away from any wetland habitats. The applicant will ensure contamination of habitat does not occur during such operations. All workers will be informed of the importance of preventing spills and appropriate measures to take should a spill occur. Any spills or hazardous materials will be cleaned up immediately. Such spills will be reported in the post-construction compliance reports.
- vii. To control erosion during and after implementation of the project, the applicant will implement best management practices (BMPs), as identified by the Central Valley Regional Water Quality Control Board. Erosion control measures and BMPs, which retain soil or sediment, runoff from dust control, and hazardous materials on the construction site and prevent these from entering the vernal pool complexes, will be placed, monitored, and maintained throughout the construction operations. These measures and BMPs may include, but are not limited to, silt fencing, sterile hay bales, vegetative strips, hydroseeding, and temporary sediment disposal. The Stormwater Pollution Prevention Plan (SWPPP) described in the Description of the Proposed Action section of this Biological Opinion shall include these and any other measures necessary to prevent the discharge of contaminated runoff onto the adjacent offsite wetland habitats.

- viii. All heavy equipment, vehicles, and supplies will be stored at the designated staging area at the end of each work period. The stockpiling of construction materials, portable equipment, vehicles, and supplies will be restricted to the designated construction staging areas and exclusive of the open space/wetland preserve and offsite wetland avoidance areas. Staging areas for construction equipment will be located so that spills of oil, grease or other petroleum by-products will not be discharged into any watercourse or sensitive habitat. All fueling, cleaning, maintenance, and staging of vehicles and other equipment will occur only within designated areas and at least 250 feet away from the open space/wetland preserve and any off-site vernal pool crustacean habitats. All machinery will be properly maintained and cleaned to prevent spills and leaks. All workers will be informed of the importance of preventing spills and appropriate measures to take should a spill occur. Any spills or hazardous materials will be cleaned up immediately in accordance with applicable local, state and/or federal regulations. Such spills will be reported in the post-construction compliance reports.
- c. If requested during or upon completion of construction activities, the on-site biologist or the applicant's representative shall accompany the Service or CDFG personnel on an on-site inspection to review project effects on the beetle and listed vernal pool crustaceans.
- d. FHWA shall ensure the applicant complies with the *Reporting Requirements* of this biological opinion.
- 2. The following terms and conditions implement reasonable and prudent measure number two (2):
 - a. Valley Elderberry Longhorn Beetle
 - i. The 2 elderberry shrubs, which are located within 20 feet of the centerline of the proposed alignment of the project and cannot be avoided, shall be transplanted to a Service-approved conservation area. Transplanting must occur while the elderberry plants are dormant, between November and the first two weeks of February, after they have lost their leaves. The Service will be consulted prior to transplantation and a Service-approved biologist will monitor the transplanting activities. These shrubs will be transplanted according to the Service's July 9, 1999 *Conservation Guidelines for the Valley Elderberry Longhorn Beetle* (Beetle Conservation Guidelines; Service 1999).
 - ii. To compensate for direct affects to the beetle, prior to ground breaking activities at the project site, the project proponents will establish 29 rooted elderberry seedlings and 29 associated native plants at a Service-approved conservation area.

- iii. The proposed conservation area is the 317-acre Aitken Ranch property, located west of the City of Lincoln in western Placer County (*see* page 53 of the Biological Assessment and page 76 of the MMP). The project applicant proposes to establish the two transplanted shrubs and the seedlings and plantings on this property. The minimum area required is 0.24 acre (10,440 square feet) to ensure that no more than five elderberry seedlings and five associated native plants are planted per 1,800 square feet. The conservation area shall be managed and monitored in perpetuity as outlined in the Beetle Conservation Guidelines (Service 1999). This includes the management and monitoring of the conservation area for either ten (10) consecutive years or seven (7) years over a 15-year period, with monitoring reports submitted for each monitoring year. Additionally, a management plan must be prepared which describes the long-term protection of this conservation area in order to protect the area in perpetuity as habitat for the beetle. Wildlands, Inc. will oversee the transplanting and long-term management and supervision of the conservation area.

b. Vernal Pool Crustaceans

- i. The project proponent has proposed to offset direct and indirect effects of vernal pool crustacean habitat loss through a combination of habitat preservation and creation offsite. Therefore, prior to ground-breaking, the applicant shall preserve in perpetuity at least 107.94 wetted acres, including 97.59 acres of existing and 10.35 acres of created, vernal pool crustacean habitat. The preservation of vernal pool crustacean habitat will be accomplished through the acquisition of specified properties, such as Aitken Ranch and the Rockwell-Mariner property in Placer County. Additional preservation will occur through the purchase of equivalent vernal pool habitat preservation credits commensurate with acreage commitment at the Bryte Ranch Conservation Bank in Sacramento County. The creation of vernal pool crustacean habitat will occur on Aitken Ranch.
- ii. At least 120 days prior to construction, the applicant shall submit documentation of the preservation habitat including conservation easements, management plans, funding instruments, easement holders, etc. for Service approval. Prior to groundbreaking, the project proponent shall provide documentation to the Service demonstrating the dedication of remaining credits commensurate with acreage commitment at the Bryte Ranch Conservation Bank.
- iii. The uppermost layer of soil in seasonally inundated habitat may contain cysts of listed vernal pool crustaceans. Therefore, before these wetlands are filled, the top layer of soil shall be made available prior to the start of the project grading to a vernal pool creation bank that requests it, with Service approval, for inoculating newly created vernal pools in western Placer County. The applicant will attempt to identify potential recipient sites. Soils stockpiled for this

purpose will be shielded from rain with a water-proof cover to ensure that it remains completely dry.

- c. After construction activities are complete, any temporary fill or construction debris shall be removed and disturbed areas restored to their pre-project conditions.
- d. The project proponents will maintain and monitor the project site for one (1) year following the completion of construction and restoration activities. Monitoring reports documenting the restoration effort should be submitted to the Service upon the completion of the restoration implementation and one (1) year after the restoration implementation. Monitoring reports should include photo-documentation, when restoration was completed, what materials were used, specified plantings, and justifications of any substitutions to the Service-recommended guidelines.

Reporting Requirements

Any contractor or employee who, during routine operations and maintenance activities, inadvertently kills or injures a listed wildlife species must immediately report the incident to their representative. The Service is to be notified within one (1) working day of the finding of any dead or injured listed wildlife species or any unanticipated take of the species addressed in this biological opinion. The Service contact persons for this are the Division Chief, Endangered Species Division (Central Valley) at (916) 414-6600 and Resident Agent-in-charge Scott Heard at (916) 414-6660.

The Service-approved biologist shall notify the Service immediately if any listed species are found on site, and shall submit a report including the date(s), location(s), habitat description, and any corrective measures taken to protect the species found. The Service-approved biologist shall submit locality information to the CDFG, using completed California Native Species Field Survey Forms, no more than 30 calendar days after completing the last field visit of the project site. Each form shall have an accompanying scale map of the site, such as a photocopy of a portion of the appropriate 7.5-minute U.S. Geological Survey map and shall provide at least the following information: township, range, and quarter section; name of the 7.5-minute or 15-minute quadrangle; dates (day, month, year) of field work; number of individuals and life stage, where appropriate, encountered; and a description of the habitat by community-vegetation type. The Service-approved biologist shall also provide a high quality copy of this information to the staff zoologist, California Department of Fish and Game, 1807 13th Street, Sacramento, California, 95814, phone (916) 445-0045.

The Sacramento Fish and Wildlife Office is to be notified within one (1) working day of the finding of any dead or injured listed wildlife species or any unanticipated take of the species addressed in this biological opinion. Any other federally listed or candidate species found on or adjacent to the project area must be reported within three working days of its finding. The Service contact person for this is the Chief, Endangered Species Division at (916) 414-6620.

Any dead or severely injured valley elderberry longhorn beetles found (adult, pupae, or larvae) shall be deposited in the Entomology Department of the California Academy of Sciences. The

Academy's contact in the Senior Curator of Coleoptera at (415) 750-7239. All observations of valley elderberry longhorn beetle—live, injured, or dead—or fresh beetle exit holes shall be recorded on California Natural Diversity Data Base (CNDDB) field sheets and sent to California Department of Fish and Game, Wildlife Habitat Data Analysis Branch, 1416 Ninth Street, Sacramento, California 95814.

The project proponents shall submit a post-construction compliance report prepared by the monitoring biologists to the Sacramento Fish and Wildlife Office within 30 calendar days of the completion of construction activity. This report shall detail the following: (1) dates that construction occurred; (2) pertinent information concerning the success of the project in meeting conservation measures; (3) an explanation of failure to meet such measures, if any and recommendations for remedial actions and request for approval from the Service, if necessary; (4) known project effects on beetles and vernal pool crustaceans; (5) occurrence of incidental take of beetles and/or vernal pool crustaceans, if any; and (6) other pertinent information.

CONSERVATION RECOMMENDATIONS

Section 7(a)(1) of the Act directs Federal agencies to utilize their authorities to further the purposes of the Act by carrying out conservation programs for the benefit of endangered and threatened species. Conservation recommendations are discretionary agency activities that can be implemented to further the purposes of the Act, such as preservation of endangered species habitat, implementation of recovery actions, or development of information and data bases.

1. FHWA should work with the Service to address significant, unavoidable environmental effects resulting from projects proposed by non-Federal parties.
2. FHWA should assist the Service in the implementation of recovery efforts for the beetle.
3. As recovery plans for listed vernal pool crustacean species are developed, FHWA should assist the Service in their implementation.
4. FHWA, in partnership with the Service, should develop maintenance guidelines for FHWA projects that will reduce adverse effects of routine maintenance on the beetle and vernal pool crustaceans and their habitats. Such action may contribute to the delisting and recovery of these species by preventing degradation of existing habitat and increasing the amount and stability of suitable habitat.

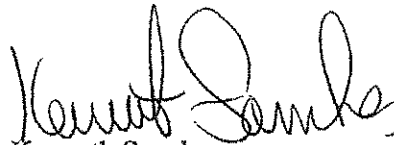
In order for the Service to be kept informed of actions minimizing or avoiding effects or benefiting listed species or their habitats, the Service requests notification of the implementation of any conservation recommendations.

REINITIATION--CLOSING STATEMENT

This concludes formal consultation with FHWA on the proposed Route 65 Lincoln Bypass project. As provided in 50 CFR §402.16, re-initiation of formal consultation is required where discretionary Federal agency involvement or control over the action has been maintained (or is authorized by law) and if: (1) the amount or extent of incidental take is exceeded; (2) new information reveals effects of the agency action that may affect listed species or critical habitat in a manner or to an extent not considered in this opinion; (3) the agency action is subsequently modified in a manner that causes an effect to the listed species or critical habitat that was not considered in this opinion; or (4) a new species is listed or critical habitat designated that may be affected by the action. In instances where the amount or extent of incidental take is exceeded, any operations causing such take must cease pending re-initiation.

Please contact this office at (916) 414-6600, if you have any questions regarding the proposed Route 65 Lincoln Bypass project.

Sincerely,



Kenneth Sanchez
Acting Field Supervisor

cc:

ARD (ES), Portland, OR

Mr. Thomas Cavanaugh, US Army Corps of Engineers, Sacramento, CA

Mr. Gary Sweeten, Federal Highway Administration, Sacramento, CA

Mr. Chris Collison, California Department of Transportation, Sacramento, CA

Mr. Kent Smith, California Dept. of Fish and Game, Rancho Cordova, CA

Ms. Celia McAdam, Placer County Transportation Planning Agency, Auburn, CA

Tables 1, 2, and 3 -- In Text

LITERATURE CITED

- Adamus, P.R., T.J. Danielson, and A. Gonyaw. 2001. Indicators for Monitoring Biological Integrity in Inland, Freshwater Wetlands: A Survey of North American Literature (1990-2000). EPA843-R-01. Fall. U.S. Environmental Protection Agency, Office of Water. Available at: <http://www.epa.gov/owow/wetlands/bawwg/monindicators.pdf>.
- Ahl, J. S. B. 1991. Factors affecting contributions of the tadpole shrimp, *Lepidurus packardii*, to its oversummering egg reserves. *Hydrobiologia* 212: 137-143.
- Barr, C.B. 1991. The Distribution, Habitat, and Status of the Valley Elderberry Longhorn Beetle, *Desmocerus californicus dimorphus* Fisher (Insecta: Coleoptera: Cerambycidae). U.S. Fish and Wildlife Service: Sacramento, California. 134 pp.
- Bauder, E. T. 1986. San Diego vernal pools: recent and projected losses, their condition, and threats to their existence. California Department of Fish and Game, Sacramento, California.
- _____. 1987. Threats to San Diego vernal pools and a case study in altered pool hydrology. Pp. 209-214 *In* T. S. Elias (ed.). Conservation and Management of Rare and Endangered Plants. California Native Plant Society, Sacramento, California.
- Beak Consultants, Inc. (Beak). 1991. Natural Environment Study, Lincoln Bypass-State Route 65, Volumes I and II. Prepared for Caltrans, District 3. Sacramento, California.
- Belk, D. 1977. Evolution of egg size strategies in fairy shrimps. *Southwestern Naturalist* 22(1): 99-10.
- Bolger, D.T., A.C. Alberts, and M.E. Soulé. 1991. Occurrence patterns of bird species in habitat fragments: sampling, extinction, and nested species subsets. *American Naturalist* 137: 155-156.
- California Department of Transportation (Caltrans). 1994. Natural Environment Study, Lincoln Bypass-State Route 65. October. Sacramento, California.
- _____. 2001. Construct Four Lanes on New Right of Way in Placer County—Draft Environmental Impact Statement/Draft Environmental Impact Report/Section 4(f) Evaluation. November 14. Sacramento, California.
- _____. 2003. Indirect and Cumulative Impact Analysis for Lincoln Bypass—Route 65, Placer County, California. May. 34 pp. + Attachments.
- California Natural Diversity Data Base (CNDDB). 2004. Natural Heritage Division, California Department of Fish and Game. Sacramento, California.

- California, Office of Planning and Research. 2003. Governor's Environmental Goals and Policy Report. November. Sacramento, California.
- Coe, T. 1988. The application of Section 404 of the Clean Water Act to Vernal Pools. Pages 356-358 *In* J. A. Kusler, S. Daly, and G. Brooks (eds.). Urban Wetlands. Proceedings of the National Wetland Symposium, Oakland, California.
- Collinge, S.K. 1996. Ecological Consequences of Habitat Fragmentation: Implications for landscape architecture and planning. *Landscape and Urban Planning* 36:59-77.
- Collinge, S.K., M. Holyoak, J.T. Marty, and J.B. Barr. 2001. Riparian Habitat Fragmentation and Population Persistence of the Threatened Valley Elderberry Longhorn Beetle in Central California. *Biological Conservation* 100:103-113.
- Conrad, S.G., R.L. MacDonald, and R.F. Holland. 1977. Riparian Vegetation and Flora of the Sacramento Valley. Pages 47-56 *in* A. Sands (ed.), *Riparian Forests in California: Their ecology and conservation*. University of California: Davis, California. May 14.
- Daborn, G. 1978. Distribution and biology of some nearctic tundra pool phyllopods. *Verh. Internat. Verein. Limnol.* 20: 2442-2451.
- Department of Water Resources (DWR). 1979. Land Use Changes in the Sacramento River Riparian Zone, Redding to Colusa, 1972-1977. Northern District Report, Sacramento, California. June 1979.
- Donald, D. B. 1983. Erratic occurrence of anostracans in a temporary pond: colonization and extinction or adaptation to variations in annual weather? *Can. J. Zool.* 61:1492-1498.
- Driver, E. A. 1981. Calorific values of pond invertebrates eaten by ducks. *Freshwater Biology* 11: 579-581.
- Eng, L. L., D. Belk and C. H. Eriksen. 1990. Californian Anostraca: distribution, habitat, and status. *Journal of Crustacean Biology* 10: 247-277.
- Eriksen, C. H. and D. Belk. 1999. Fairy shrimps of California's puddles, pools, and playas. Mad River Press, Eureka, California. 196 pp.
- Frankel, O. H., and M. E. Soulé, 1981. *Conservation and evolution*. Cambridge University Press, Cambridge, United Kingdom.
- Freyer, W. E., D. D. Peters, and H. R. Pywell. 1989. Wetlands of the California Central Valley: status and trends, 1939 to mid-1980's. U.S. Fish and Wildlife Service, Region 1. Portland, Oregon.
- Fryer, G. 1987. A new classification of the branchiopod crustacea. *Zoological Journal of the Linnean Society* 91(4): 357-383.

- Fugate, M. L. 1992. Speciation in the fairy shrimp genus *Branchinecta* (Crustacea: Anostraca) from North America. Ph.D. Dissertation in Biology, University of California, Riverside, California. 188 pp.
- Gallagher, S. P. 1996. Seasonal occurrence and habitat characteristics of some vernal pool branchiopoda in Northern California, U.S.A. *Journal of Crustacean Biology* 16: 323-329.
- Gilliom, Robert, J. 1999. Pesticides in the nation's water resources. U.S. Geological Survey. Water environment federation briefing series presentation. Capitol Building, Washington D.C. March 19, 1999.
- Gilpin, M. E. and M. E. Soulé. 1988. Minimum viable populations: processes of species extinction. Pages 18-34 in M. E. Soulé (ed.), *Conservation Biology: The Science of Scarcity and Diversity*. Sinauer Associates, Inc.; Sunderland, Massachusetts. .
- Gonzalez R.J., J. Drazen, S. Hathaway, B. Bauer and M. Simovich. 1996. Physiological correlates of water chemistry requirements in fairy shrimps (Or. Anostraca) from southern California. *Journal of Crustacean Biology* 16:286-293.
- Goodman, D. 1987a. The demography of chance extinction. Pages 11-19 in M. E. Soule, (ed.), *Conservation Biology: The Science of Scarcity and Diversity*. Sinauer Associates, Inc.; Sunderland, Massachusetts.
- . 1987b. How do any species persist? Lessons for conservation biology. *Conservation Biology* 1:59-62.
- Halstead, J.A. and J.A. Oldham. 2000. New distribution records for the elderberry longhorn beetle (*Desmocerus californicus*) (Horn) (Coleoptera: Cerambycidae). *Pan-Pacific Entomologist* 76(1): 74-76.
- Hamer, M. L. and C. C. Appleton. 1991. Life History Adaptations of Phyllopods in Response to Predators, Vegetation, and Habitat Duration in North-Eastern Natal. *Hydrobiologia* 212(APR): pp. 105-116.
- Hathaway, S. A. and M. A. Simovich. 1996. Factors Affecting the Distribution and Co-Occurrence of Two Southern Californian Anostracans (Branchiopoda), *Branchinecta Sandiegonensis* and *Streptocephalus Woottoni*. *Journal of Crustacean Biology* 16(4): 669-677.
- Helm, B. 1998. Biogeography of eight large branchiopods endemic to California. Pages 124 - 139 in C. W. Witham, E.T. Bauder, D. Belk, W.R. Ferren, Jr., and R. Ornduff (eds.), *Ecology, conservation, and management of vernal pool ecosystems - proceedings from a 1996 conference California Native Plant Society, Sacramento, California*.
- Holland, R. F. 1978. The geographic and edaphic distribution of vernal pools in the Great Central Valley, California. *California Native Plant Society. Special Publ.* 4:1-12.

- _____. 1998. Great Valley Vernal Pool Distribution, Photorevised 1996. Pages 71-75 in C. W. Witham, E.T. Bauder, D. Belk, W.R. Ferren, Jr., and R. Ornduff (eds.), Ecology, conservation, and management of vernal pool ecosystems - proceedings from a 1996 conference, California Native Plant Society, Sacramento, California.
- Holway, D.A. 1995. Distribution of the Argentine ant (*Linepithema humile*) in northern California. *Conservation Biology* 9:1634-1637.
- Huxel, G. R. 2000. The effect of the invasive Argentine ant on the threatened valley elderberry longhorn beetle. *Biological Invasions* 2:81-85
- Huxel, G. R. and S. K. Collinge. In prep. Modeling population viability for the threatened valley elderberry longhorn beetle: effects of habitat loss, fragmentation, and restoration. Submitted to *Ecological Applications*.
- Ingraham, M., G.P. Nabhan, S. Buchmann. 1996. Impending pollination crisis threatens biodiversity and agriculture. *Tropinet* 7:1.
- Jones and Stokes Associates (Jones and Stokes). 1988. Final Report: Field investigations of life history characteristics of the valley elderberry longhorn beetle along the Consumnes River, Sacramento County, California. Prepared for the U.S. Fish and Wildlife Service. Prepared by Jones & Stokes Associates, Inc.: Sacramento, California. 6 pp. with appendix.
- Katibah, E. F. 1984. A brief history of riparian forests in the Central Valley of California. Pp. 23-29 in Warner, R. E. And K. M. Hendrix (eds.). *California riparian systems: ecology, conservation, and productive management*. University of California Press, Berkeley, California.
- Keeler-Wolf, Todd, Kari Lewis, Diane R. Elan, and Scott Flint. 1998. California Vernal Pool Assessment Preliminary Report – Southeastern Sacramento Valley Region. The Resource Agency, California Department of Fish and Game, Sacramento, California.
- King, J. L. 1996. The evolution of diversity in ephemeral pools crustaceans: from genes to communities. Ph D Dissertation, Department of Zoology, University of California, Davis, California. 207 pp.
- King, J. L. 1998. Loss of Diversity as a Consequence of Habitat Destruction in California Vernal Pools. Pages 119-123 in C. W. Witham, E.T. Bauder, D. Belk, W.R. Ferren, Jr., and R. Ornduff (eds.), Ecology, conservation, and management of vernal pool ecosystems - proceedings from a 1996 conference, California Native Plant Society, Sacramento, California.
- Krapu, G. L. 1974. Foods of breeding pintails in North Dakota. *Journal of Wildlife Management*. 38(3): 408-417.

- Lanaway, C. S. 1974. Environmental factors affecting crustacean hatching in five temporary ponds. M.S. thesis. Department of Biological Science, California State University, Chico, California.
- Lande, R. 1988. Genetics and demography in biological conservation. *Science* 241:1455-1460.
- Linder, F. 1952. The morphology and taxonomy of the crustacean Nostraca, with special reference to the North American species. *Proc. U.S. Nat. Mus.* 102:1-57.
- Longhurst, A. R. 1955. A review of the Nostraca. *Bull. Brit. Mus. (Nat. Hist.) Zool.* 3:1-57.
- LSA Associates, Inc. (LSA). 1999. Route 65 Lincoln Bypass Natural Environment Study Report: Draft Report. November 18. Prepared for California Department of Transportation, District 3.
- _____. 2000. Route 65 Lincoln Bypass Natural Environment Study Report: Revised Report. November 18. Prepared for California Department of Transportation.
- _____. 2004a. Route 65 Lincoln Bypass Biological Assessment for U.S. Fish and Wildlife Service Consultation on the Route 65 Lincoln Bypass, Placer County, California. April. Prepared for the U.S. Department of Transportation. xi + 72 pp. + Appendices.
- _____. 2004b. Supplement to Biological Assessment for U.S. Fish and Wildlife Service Consultation on the Route 65 Lincoln Bypass, Placer County, California. August. Prepared for the U.S. Department of Transportation. 26 pp. + Figures.
- _____. 2004c. Draft Mitigation and Monitoring Proposal; Route 65 Lincoln Bypass, Placer County, California. November. Prepared for the U.S. Department of Transportation. 102 pp. + Appendices.
- McCarten, N.F. and C.A. Patterson. 1987. Vegetation quality and rare plant study of riparian plant communities along the middle Sacramento River, California. Non-game Heritage Program, Sacramento, California.
- McGill, Robert, R., Jr. 1975. Land use changes in the Sacramento River riparian zone, Redding to Colusa. April. California Department of Water Resources. Sacramento, California. 23 pp.
- Mura, G. 1991. Life History and Interspecies Relationships of *Chirocephalus-Diaphanus* Prevost and *Tanymastix-Stagnalis* (L), (Crustacea, Anostraca) Inhabiting a Group of Mountain Ponds in Latium, Italy. *Hydrobiologia* 212(APR): 45-59.
- Pennak, R. W. 1989. Freshwater invertebrates of the United States. Wiley & Sons, New York, New York.

- Perdue, R.E. 1958. *Arundo donax* – source of musical reeds and industrial cellulose. *Economic Botany* 12(4):368-404.
- Primack, R.B. 1998. *Essentials of conservation biology*. Second Edition. Sinaur Associates. Sunderland, Massachusetts.
- Rieger, J.P. and D.A. Kreager. 1989. Giant reed (*Arundo donax*): a climax community of the riparian zone. Pages 222-225 in Abell DL (Technical Coordinator), *Proceedings of the California Riparian Systems Conference: Protection, Management, and Restoration for the 1990s*, 22-24 September 1988, Davis California. Gen Techn Rep PSW-110 Pacific Southwest Forest and Sange Experiment Station, Berkeley, California.
- Ritter, J. 2000. Valley of plenty fights to survive the irrigated marvel that is the world's richest farmland is losing ground to economics and urban sprawl. *USA Today*. March 2.
- Roberts, W.G., J.G. Howe, and J. Major. 1977. A survey of riparian forest flora and fauna in California. Pp. 3-19 in A. Sands (ed.), *Riparian Forests in California: Their Ecology and Conservation*. Inst. Ecol. Publ. No. 15, University of California, Davis.
- Rogers, C. 2001. Revision of the Nearctic *Lepidurus* (Notostraca). *Journal of Crustacean Biology* 21(4): 991-1006.
- Rogers, D.C. 1998. Aquatic macroinvertebrate occurrences and population trends in constructed and natural vernal pools in Folsom, California. Pages 224-235 in C.W. Witham, E.T. Bauder, D. Belk, W.R. Ferren, Jr., and R. Ornduff (eds.), *Ecology, Conservation, and Management of Vernal Pool Ecosystems*. California Native Plant Society, Sacramento, California.
- Sawyer, J.O., and T. Keeler-Wolf. 1995. *A manual of California vegetation*. California Native Plant Society, Sacramento, California. 471 pp.
- Shaffer, M.L. 1981. Minimum populations sizes for species conservation. *Bioscience* 31: 131-134.
- Sheldon, D., T. Hruby, P. Johnson, K. Harper, A. McMillan, S. Stanley, and E. Stockdale. 2003. *Freshwater Wetlands in Washington State, Volume I: A Synthesis of the Science*. August. Draft. Washington State Department of Ecology Publication #03-06-016.
- Simovich, M. A., R. C. Brusca, and J. L. King. 1992. *Invertebrate survey, PGT-PG&E/Bechtel Pipeline Expansion Project*. University of San Diego, San Diego, California.
- Smith, S. 1977. A short review of the status of riparian forests in California. Pages 1-2 in A. Sands (ed.), *Riparian forests in California: their ecology and conservation*. University of California, Davis, California.

- Smith, D.W. and W.L. Verrill. 1998. Vernal Pool-Soil-Landform Relationships in the Central Valley, California. Pages 15-23 in C.W. Witham, E.T. Bauder, D. Belk, W.R. Ferren, Jr., and R. Ornduff (eds.), Ecology, Conservation, and Management of Vernal Pool Ecosystems—Proceedings from a 1996 Conference. California Native Plant Society, Sacramento, California.
- Sugnet and Associates. 1993. Preliminary compilation of documented distribution, fairy shrimp and tadpole shrimp proposed for listing. Sugnet and Associates, Sacramento, California, 10 pp.
- Swanson, G. A., M. I. Meyer, and J. R. Serie. 1974. Feeding ecology of breeding blue-winged teals. *J. Wildlife Management* 38(3):396-407.
- Talley, T.S. and M. Holyoak. In preparation. Interim management plan for the valley elderberry longhorn beetle along the lower American River Parkway. Prepared for Sacramento Area Flood Control District and Sacramento County Parks Department.
- Thiery, A. 1991. Multispecies Coexistence of Branchiopods (Anostraca, Notostraca and Spinicaudata) in Temporary Ponds of Chaouia Plain (Western Morocco) - Sympatry or Syntopy Between Usually Allopatric Species. *Hydrobiologia* 212(APR): 117-136.
- Thompson, K. 1961. Riparian forests of the Sacramento Valley, California. *Annals of the Association of American Geographers* 51: 294-315.
- U.S. Department of Agriculture, Soil Conservation Service (USDA-SCS). 1980. Soil Survey of Placer County, California, Western Part. GPO-1980-273-056/10.
- U.S. Fish and Wildlife Service (Service). 1980. Listing the valley elderberry longhorn beetle as a threatened species with critical habitat. **Federal Register**. 45:52803-52807.
- _____. 1984. Valley Elderberry Longhorn Beetle Recovery Plan. U.S. Fish and Wildlife Service, Endangered Species Division: Portland, Oregon. 62 pp.
- _____. 1992. Wetland losses within northern California from projects authorized under Nationwide Permit 26. Sacramento Field Office, Sacramento, California.
- _____. 1994. Endangered and threatened wildlife and plants; determination of endangered status for the conservancy fairy shrimp, longhorn fairy shrimp, and vernal pool tadpole shrimp; and threatened status for the vernal pool fairy shrimp. **Federal Register** 59:48136-48153.
- _____. 1999. Conservation Guidelines for the Valley Elderberry Longhorn Beetle. U.S. Fish and Wildlife Service: Sacramento, California.

- _____. 2003. Endangered and Threatened Wildlife and Plants: Final Designation of Critical Habitat for Four Vernal Pool Crustaceans and Eleven Vernal Pool Plants in California and Southern Oregon; Final Rule. **Federal Register** 68:46684-46762.
- _____. 2004. Draft Recovery Plan for Vernal Pool Ecosystems of California and Southern Oregon. Portland, Oregon. xxii + 574 pages.
- Vollmar, J. E (ed.). 2002. Wildlife and rare plant ecology of eastern Merced County's vernal pool grasslands. Merced, CA: Merced County UC Development Office.
- Ward, P.S. 1987. Distribution of the introduced Argentine ant (*Iridomyrex humilis*) in natural habitats of the lower Sacramento Valley and its effects on the indigenous ant fauna. *Hilgardia* 55:1-16.
- Warner, R.E. and K.M. Hendrix. 1985. Riparian resources of the Central Valley and California desert. California Department of Fish and Game, Sacramento, California. 226 pp.
- Wilcove, D.S., D. Rothstein, J. Dubow, A. Phillips, and E. Losos. 1998. Quantifying threats to imperiled species in the United States. *Bioscience* 48 (8): 607-615.
- Zedler, P. H. 1987. The ecology of Southern California vernal pools. San Diego, California, U.S. Fish and Wildlife Service. 136 pp.

Mr. Gene Fong

51

Addresses:

ARD (ES), Portland, Oregon

Mr. Thomas Cavanaugh
Chief, Sacramento Valley Office
U.S. Army Corps of Engineers District, Sacramento
1325 J Street
Sacramento, California 95814-2922

Mr. Gary Sweeten
Environmental Protection Specialist
Federal Highway Administration
U.S. Department of Transportation
650 Capitol Mall, Suite 4-100
Sacramento, California 95814

Mr. Chris Collison
Senior Resource Biologist
Department of Transportation, MS-15, District 3
2389 Gateway Oaks Drive, Suite 100
Sacramento, California 95833

Mr. Kent Smith
California Dept. of Fish and Game, Region 2
1701 Nimbus Road
Rancho Cordova, California 95670

Ms. Celia McAdam
Placer County Transportation Planning Agency
249 Nevada Street
Auburn, California 95603



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Sacramento Fish and Wildlife Office
2800 Cottage Way, Room W-2605
Sacramento, California 95825-1846



In reply refer to:
1-1-06-F-0071

MAR 21 2006

Mr. Gene Fong
Division Administrator
U. S. Department of Transportation
Federal Highway Administration
650 Capitol Mall, Suite 4-100
Sacramento, California 95814

Subject: Amendment to the Biological Opinion for the Lincoln Bypass Project,
Placer County, California (Service File Number 1-1-04-F-0119).

Dear Mr. Fong:

This is in response to a January 4, 2006, letter from the Federal Highway Administration (FHWA) to the U.S. Fish and Wildlife Service (Service), requesting reinitiation of formal consultation on the Lincoln Bypass Project (Service file number 1-1-04-F-0119) due to changes in the amount of vernal pool crustacean habitat present on the Rockwell-Mariner property. The Service received your request for reinitiation of consultation on January 5, 2006. At issue are the effects of the project on the federally threatened vernal pool fairy shrimp (*Branchinecta lynchei*), the endangered vernal pool tadpole shrimp (*Lepidurus packardii*) (vernal pool crustaceans), the threatened valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), and proposed critical habitat for the vernal pool fairy shrimp. This letter revises the conservation measures for the vernal pool crustaceans, the effects of the proposed action on vernal pool crustaceans, the conclusion for vernal pool crustaceans, and the terms and conditions and amends these changes to the project's biological opinion, as appropriate. This amended biological opinion is issued under the authority of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*).

The findings and recommendations in this consultation are based on: (1) the January 4, 2006, letter from the FHWA to the Service, requesting an amendment to the project's biological opinion; (2) a December 21, 2005, letter from the California Department of Transportation to the Service outlining the new information related to the amount of vernal pool crustacean habitat present on the Rockwell-Mariner property; (3) an August 2005, Mariner Property, Delineation of Jurisdictional Wetlands and Other Waters, prepared by LSA Associates, Inc.; (4) the Service's February 5, 2005, biological opinion on the Lincoln Bypass Project; and (5) other information available to the Service.



Received

MAR 22 2006

FHWA

Note: On August 11, 2005, the Service re-designated critical habitat for the vernal pool tadpole shrimp and the vernal pool fairy shrimp. The re-designation of critical habitat resulted in a decrease in the amount of designated critical habitat for the vernal pool fairy shrimp in Placer County. No designated critical habitat for vernal pool tadpole shrimp is present in Placer County. As a result of the re-designation of critical habitat for the vernal pool fairy shrimp, the proposed project will result potential effects to less designated critical habitat (12.61 acres) than analyzed in the February 5, 2005, biological opinion (23.1 acres). However, we have not amended the sections of the biological opinion that address vernal pool fairy shrimp critical habitat, as our determination regarding the effects of the proposed action on designated critical habitat for the vernal pool fairy shrimp has not changed as a result of the new designation.

Therefore, the February 5, 2005, biological opinion is now amended to read:

Pages 5-6: Change Conservation Measures (Vernal Pool Crustacean Species) from:

Vernal Pool Crustacean Species

1. Habitat Preservation/Creation

Approximately 40.50 wetted acres of vernal pool crustacean habitat will be directly (26.94 wetted acres) and indirectly (13.56 wetted acres) affected by the proposed project (refer to Table 2). The project applicant has proposed to compensate acre for acre for the loss of function and value of these vernal pool crustacean habitats through the preservation of vernal pool crustacean habitat, located primarily in Placer County. Direct affects will be compensated through a combination of creation and preservation of vernal pool crustacean habitat. Indirect affects will be compensated through the preservation of vernal pool crustacean habitat. Therefore, prior to ground-breaking, the applicant will preserve in perpetuity approximately 97.59 wetted acres of existing vernal pool crustacean habitat, including 11.06 wetted acres on Aitken Ranch, approximately 79 wetted acres on the Rockwell-Mariner property, and 7.53 wetted acres at the Bryte Ranch Conservation Bank. In addition, the applicant will create approximately 10.35 wetted acres of vernal pool crustacean habitat at Aitken Ranch, which will be protected in perpetuity. Vernal pool crustacean habitat preservation and creation will be accomplished through the acquisition of specified properties, such as Aitken Ranch and the Rockwell-Mariner property in Placer County, and the purchase of vernal pool crustacean habitat credits Bryte Ranch Conservation Bank in Sacramento County (refer to Table 3).

Table 2: Proposed Compensation for Vernal Pool Crustacean Habitat for the Route 65 Lincoln Bypass Project, Placer County, California

	Acreage Affected	Acres of Preservation	Acres of Creation
Direct Total	26.94	70.47	10.35
Indirect Total	13.56	27.12	--
TOTAL	40.50	97.59	10.35

Table 3: Proposed Conservation Areas to Create and Preserve Vernal Pool Habitat in Perpetuity for the Route 65 Lincoln Bypass, Placer County

	Aitken Ranch (in acres)	Rockwell- Mariner (in acres)	Bryte Ranch (in acres)	TOTAL ACREAGE
Preservation	11.06	~79.00	7.53	97.59
Creation	10.35	--	--	10.35
TOTAL	21.41	~79.00	7.53	107.94

To:

Vernal Pool Crustacean Habitat

1. Habitat Preservation/Creation

Approximately 40.50 wetted acres of vernal pool crustacean habitat will be directly (26.94 wetted acres) and indirectly (13.56 wetted acres) affected by the proposed project (refer to Table 2). The project applicant has proposed to compensate for the loss of function and value of these vernal pool crustacean habitats through the preservation of vernal pool crustacean habitat, located primarily in Placer County. Direct affects will be compensated through a combination of creation and preservation of vernal pool crustacean habitat. Indirect affects will be compensated through the preservation of vernal pool crustacean habitat. Therefore, prior to ground-breaking, the applicant will preserve in perpetuity approximately 61.81 wetted acres of existing vernal pool crustacean habitat, including 11.06 wetted acres on Aitken Ranch, approximately 43.22 wetted acres on the Rockwell-Mariner property, and 7.53 wetted acres at the Bryte Ranch Conservation Bank. In addition, the applicant will create approximately 10.35 wetted acres of vernal pool crustacean habitat at Aitken Ranch, which will be protected in perpetuity. Vernal pool crustacean habitat preservation and creation will be accomplished through the acquisition of specified properties, such as Aitken Ranch and the Rockwell-Mariner property in Placer County, and the purchase of vernal pool crustacean habitat credits at Bryte Ranch Conservation Bank in Sacramento County (refer to Table 3).

Table 2: Proposed Compensation for Vernal Pool Crustacean Habitat for the Route 65 Lincoln Bypass Project, Placer County, California

	Acreage Affected	Acres of Preservation	Acres of Creation
Direct Total	26.94	48.25	10.35
Indirect Total	13.56	13.56	--
TOTAL	40.50	61.81	10.35

Table 3: Proposed Conservation Areas to Create and Preserve Vernal Pool Habitat in Perpetuity for the Route 65 Lincoln Bypass, Placer County

	Aitken Ranch (in acres)	Rockwell- Mariner (in acres)	Bryte Ranch (in acres)	TOTAL ACREAGE
Preservation	11.06	43.22	7.53	61.81
Creation	10.35	--	--	10.35
TOTAL	21.41	43.22	7.53	72.16

Page 28-29, Effects of the Proposed Action: Change Habitat Preservation from:

Habitat Preservation

To offset the permanent loss of habitat for listed vernal pool crustaceans, the applicant has proposed such conservation measures as the creation, acquisition, permanent preservation, and management of up to 107.94 wetted acres of vernal pool crustacean habitat. One of the proposed preservation areas includes the 317-acre Aitken Ranch. The 317-acre Aitken Ranch Mitigation Site was established by Wildlands, Inc., a private habitat development company, to preserve and create habitat to offset the habitat losses which result from development in Placer County. This property has approximately 21.16 wetted acres of created or preserved vernal pools and vernal swales, in addition to other habitat features, and vernal pool fairy shrimp are known to occur on this property. Caltrans purchased these habitat preservation and creation values in advance of environmental document approval to ensure that these resources are protected in perpetuity (Caltrans 2003).

The project proponent has also proposed to acquire the approximately 800-acre Rockwell-Mariner property, located south of Wise Road and west of Dowd Road, northwest of the City of Lincoln. This property has an estimated 79 wetted acres of vernal pool crustacean habitat, all within designated critical habitat for the vernal pool fairy shrimp. This figure has not been confirmed by ground truth techniques or delineation. The presence of listed vernal pool crustaceans are inferred within suitable habitat along the proposed project alignment, including the Rockwell-Mariner property (LSA 2004c). In addition, the project proponent has further proposed to purchase the equivalent of 7.53 acres of vernal pool habitat preservation credits at Bryte Ranch Conservation Bank located in Sacramento County. Bryte Ranch and the proposed project site are located within the same Southeastern Sacramento Valley Vernal Pool Region, as defined in the Service's *Draft Recovery Plan for Vernal Pool Ecosystems of California and*

Southern Oregon (2004). The vernal pool crustacean habitats found on the two sites, however, are not comparable in quality and characteristics. Vernal pool crustacean habitat located on Bryte Ranch is qualitatively different from that found on the proposed project site for several reasons, including: 1) Bryte Ranch is located outside of designated critical habitat for the vernal pool fairy shrimp; 2) the soil types found on Bryte Ranch are different from those found on the proposed project site (LSA 2004c); 3) Bryte Ranch is located on a different geo-morphological surface than the proposed project site; and 4) within this Vernal Pool Region, Bryte Ranch is located within the Mather Core Area and the proposed project site is located within the Western Placer County Core Area. According to the Draft Recovery Plan (Service 2004), these core areas were established based on the understanding that these support viable populations of vernal pool species and/or will contribute to the connectivity of habitat and, thus, the increase of dispersal opportunities between populations. The preservation and enhancement of each core area is important to maintain and possibly expand the distribution of vernal pool species range-wide (Service 2004).

Of the 107.94 wetted acres of vernal pool crustacean habitat that the project proponent has proposed to protect in perpetuity, approximately 97.59 of this is existing habitat, and approximately 90.06 acres are located in western Placer County. Of this existing habitat that is proposed to be protected, approximately 81 percent, or approximately 79 acres, is located within designated critical habitat for the vernal pool fairy shrimp in western Placer County. The permanent protection of 90.06 acres of existing vernal pool crustacean habitat in western Placer County will achieve approximately a 69 percent rate of vernal pool crustacean habitat preservation in western Placer County, and likewise, represent approximately a 31 percent rate of vernal pool crustacean habitat loss therein.

To:

Habitat Preservation

To offset the permanent loss of habitat for listed vernal pool crustaceans, the applicant has proposed such conservation measures as the creation, acquisition, permanent preservation, and management of 72.16 wetted acres of vernal pool crustacean habitat. One of the proposed preservation areas includes the 317-acre Aitken Ranch. The 317-acre Aitken Ranch Mitigation Site was established by Wildlands, Inc., a private habitat development company, to preserve and create habitat to offset the habitat losses which result from development in Placer County. This property has approximately 21.16 wetted acres of created or preserved vernal pools and vernal swales, in addition to other habitat features, and vernal pool fairy shrimp are known to occur on this property. Caltrans purchased these habitat preservation and creation values in advance of environmental document approval to ensure that these resources are protected in perpetuity (Caltrans 2003).

The project proponent has also proposed to acquire the approximately 800-acre Rockwell-Mariner property, located south of Wise Road and west of Dowd Road, northwest of the City of Lincoln. This property has an estimated 43.22 wetted acres of vernal pool crustacean habitat. The presence of listed vernal pool crustaceans are inferred within suitable habitat along the

proposed project alignment, including the Rockwell-Mariner property (LSA 2004c). In addition, the project proponent has further proposed to purchase the equivalent of 7.53 acres of vernal pool habitat preservation credits at Bryte Ranch Conservation Bank located in Sacramento County. Bryte Ranch and the proposed project site are located within the same Southeastern Sacramento Valley Vernal Pool Region, as defined in the Service's *Draft Recovery Plan for Vernal Pool Ecosystems of California and Southern Oregon* (2004). The vernal pool crustacean habitats found on the two sites, however, are not comparable in quality and characteristics. Vernal pool crustacean habitat located on Bryte Ranch is qualitatively different from that found on the proposed project site for several reasons, including: 1) Bryte Ranch is located outside of designated critical habitat for the vernal pool fairy shrimp; 2) the soil types found on Bryte Ranch are different from those found on the proposed project site (LSA 2004c); 3) Bryte Ranch is located on a different geo-morphological surface than the proposed project site; and 4) within this Vernal Pool Region, Bryte Ranch is located within the Mather Core Area and the proposed project site is located within the Western Placer County Core Area. According to the Draft Recovery Plan (Service 2004), these core areas were established based on the understanding that these support viable populations of vernal pool species and/or will contribute to the connectivity of habitat and, thus, the increase of dispersal opportunities between populations. The preservation and enhancement of each core area is important to maintain and possibly expand the distribution of vernal pool species range-wide (Service 2004).

Of the 72.16 wetted acres of vernal pool crustacean habitat that the project proponent has proposed to protect in perpetuity, approximately 61.81 acres of this is existing habitat, and approximately 54.28 acres are located in western Placer County. None of the existing habitat that is proposed for protection is located within designated critical habitat for the vernal pool fairy shrimp in western Placer County. The permanent protection of 54.28 acres of existing vernal pool crustacean habitat in western Placer County will achieve approximately a 56 percent rate of vernal pool crustacean habitat preservation in western Placer County, and likewise, represent approximately a 44 percent rate of vernal pool crustacean habitat loss therein. The Service's *Recovery Plan for Vernal Pool Ecosystems of California and Southern Oregon, Portland, Oregon* (2006), recommends a preservation rate of at least 85 percent in the western Placer County core area. The proposed project does not, on its own, achieve the recommended recovery goal for listed vernal pool species in the region. The Service is concerned that the recovery of the vernal pool fairy shrimp and vernal pool tadpole shrimp may not occur unless this rate of loss is addressed by other means.

Page 33: Change Conclusion (Paragraphs 1 and 2) from:

Conclusion

After reviewing the current status of the beetle, vernal pool fairy shrimp, and vernal pool tadpole shrimp, the environmental baselines for the area covered by this biological opinion, the effects of the proposed project, and the cumulative effects, it is the Service's biological opinion that Route 65 Lincoln Bypass project, as proposed, is not likely to jeopardize the continued existence of these species. Although the proposed project is likely to affect designated critical habitat for the vernal pool fairy shrimp, the conservation measures that have been proposed by the project

proponent are sufficient to offset the loss of designated critical habitat of the vernal pool fairy shrimp.

We base this determination for the vernal pool crustaceans on the understanding that the acquisition and conservation of at least 107.94 wetted acres of suitable vernal pool crustacean habitat, including 97.59 acres of existing vernal pool crustacean habitat and 10.35 acres of created vernal pool crustacean habitat, should offset the direct and indirect effects of the proposed action.

To:

Conclusion

After reviewing the current status of the beetle, vernal pool fairy shrimp, and vernal pool tadpole shrimp, the environmental baselines for the area covered by this biological opinion, the effects of the proposed project, and the cumulative effects, it is the Service's biological opinion that Route 65 Lincoln Bypass project, as proposed, is not likely to jeopardize the continued existence of these species. Although the proposed project is likely to affect designated critical habitat for the vernal pool fairy shrimp, the conservation measures that have been proposed by the project proponent are sufficient to offset the loss of designated critical habitat for the vernal pool fairy shrimp.

We base this determination for the vernal pool crustaceans on the understanding that the acquisition and conservation of at least 72.16 wetted acres of suitable vernal pool crustacean habitat, including 61.81 acres of existing vernal pool crustacean habitat and 10.35 acres of created vernal pool crustacean habitat, should offset the direct and indirect effects of the proposed action, though not at the preservation ratios suggested in the Service's *Draft Recovery Plan for Vernal Pool Ecosystems of California and Southern Oregon* (2004).

Page 39, Terms and Conditions: Change Vernal Pool Crustaceans (i) from:

- i. The project proponent has proposed to offset direct and indirect effects of vernal pool crustacean habitat loss through a combination of habitat preservation and creation offsite. Therefore, prior to ground-breaking, the applicant shall preserve in perpetuity at least 107.94 wetted acres, including 97.59 acres of existing and 10.35 acres of created, vernal pool crustacean habitat. The preservation of vernal pool crustacean habitat will be accomplished through the acquisition of specified properties, such as Aitken Ranch and the Rockwell-Mariner property in Placer County. Additional preservation will occur through the purchase of equivalent vernal pool habitat preservation credits commensurate with acreage commitment at the Bryte Ranch Conservation Bank in Sacramento County. The creation of vernal pool crustacean habitat will occur on Aitken Ranch.

To:

- i. The project proponent has proposed to offset direct and indirect effects of vernal pool

crustacean habitat loss through a combination of habitat preservation and creation offsite. Therefore, prior to ground-breaking, the applicant shall preserve in perpetuity at least 72.16 wetted acres of vernal pool crustacean habitat, including 61.81 acres of existing and 10.35 acres of created, vernal pool crustacean habitat. The preservation of vernal pool crustacean habitat will be accomplished through the acquisition of specified properties, such as Aitken Ranch and the Rockwell-Mariner property in Placer County. Additional preservation will occur through the purchase of equivalent vernal pool habitat preservation credits commensurate with acreage commitment at the Bryte Ranch Conservation Bank in Sacramento County. The creation of vernal pool crustacean habitat will occur on Aitken Ranch.

The other portions of the project description, status of the species, environmental baseline, effects analysis, incidental take statement, reasonable and prudent measures, terms and conditions, and conservation recommendations in the February 2, 2005, biological opinion remains the same.

This concludes formal consultation with the FHWA on the Proposed Route 65 Lincoln Bypass project. As provided in 50 CFR §402.16, re-initiation of formal consultation is required where discretionary Federal agency involvement or control over the action has been maintained (or is authorized by law) and if: (1) the amount or extent of incidental take is exceeded; (2) new information reveals effects of the agency action that may affect listed species or critical habitat in a manner or to an extent not considered in this opinion; (3) the agency action is subsequently modified in a manner that causes an effect to the listed species or critical habitat that was not considered in this opinion; or (4) a new species is listed or critical habitat designated that may be affected by the action. In instances where the amount or extent of incidental take is exceeded, any operations causing such take must cease pending re-initiation.

Please contact Mary Hammer or Holly Herod, Sacramento Valley Branch Chief, at (916) 414-6645 if you have questions regarding this amendment to the biological opinion for Route 65 Lincoln Bypass project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kenneth Sanchez', written over a horizontal line.

Kenneth Sanchez
Acting Field Supervisor

cc:

ARD-ES, Portland Oregon

Mr. Kent Smith, California Department of Fish and Game, Rancho Cordova, California

Mr. Tim Vendlinski, Environmental Protection Agency, San Francisco, California

Ms. Katrina Pierce, California Department of Transportation, Marysville, California

LITERATURE CITED

- California Department of Transportation. 2003. Indirect and Cumulative Impact Analysis for Lincoln Bypass—Route 65, Placer County, California. May. 34 pp. + Attachments.
- LSA Associates, Inc., 2004c. Draft Mitigation and Monitoring Proposal, Route 65 Lincoln Bypass, Placer County, California. November. Prepared for the U.S. Department of Transportation. 102 pp. + Appendices.
- U. S. Fish and Wildlife Service. 2006. Recovery Plan for Vernal Pool Ecosystems of California and Southern Oregon. Portland, Oregon. xxii + 574 pages.



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Sacramento Fish and Wildlife Office
2800 Cottage Way, Room W-2605
Sacramento, California 95825-1846



In reply refer to:
1-1-07-F-0324

SEP 24 2007

Ms. Katrina C. Pierce
Chief, North Region Environmental Planning
California Department of Transportation
District 3
703 B Street
P.O. Box 911
Marysville, California 95901-0911

Subject: Second amendment to the Biological Opinion for the Lincoln Bypass
Project, Placer County, California (Service File Number 1-1-04-F-0119).

Dear Ms. Pierce:

This is in response to an August 10, 2007, letter from the California Department of Transportation (CalTrans) to the U.S. Fish and Wildlife Service (Service), requesting reinitiation of formal consultation on the Lincoln Bypass Project (Service file number 1-1-04-F-0119). The original biological opinion was issued on February 2, 2005. A subsequent amendment to the formal consultation was issued on March 21, 2006 (Service file number 1-1-06-F-0071). At issue are the effects of the project on the federally threatened vernal pool fairy shrimp (*Branchinecta lynchi*), the endangered vernal pool tadpole shrimp (*Lepidurus packardii*) (collectively, vernal pool crustaceans), the endangered Conservancy fairy shrimp (*Branchinecta conservatio*), the threatened valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), and proposed critical habitat for the vernal pool fairy shrimp. This letter revises the conservation measures for the vernal pool crustaceans, the status of the species for the vernal pool fairy shrimp critical habitat, the environmental baseline for the vernal pool fairy shrimp critical habitat, the effects of the proposed action on vernal pool crustaceans, the conclusion for vernal pool crustaceans, and the terms and conditions and amends these changes to the project's biological opinion, as appropriate. This amended biological opinion is issued under the authority of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*).

The findings and recommendations in this consultation are based on: (1) the February 2, 2005, biological opinion; (2) the March 21, 2006, amendment; (3) an April 17, 2007, letter from the Service to Caltrans requesting reinitiation on the project due to changes in the conservation measures; (4) a June 13, 2007, meeting between the Service and CalTrans to discuss these



changes; (5) the June 2007 Mitigation and Monitoring Proposal prepared by CalTrans; (6) the August 10, 2007, reinitiation request letter from CalTrans; and (7) other information available to the Service.

The Conservancy fairy shrimp was not addressed in the February 2, 2005, biological opinion or the March 21, 2006, first amendment because this species was not known to occur in the area at that time, and was not considered to be present. In March 2007, one individual adult Conservancy fairy shrimp was found at the Wildlands Mariner Conservation Bank in western Placer County. This species is typically found in vernal pools that are deeper, larger, colder, and more turbid than the vernal pools typically found in Placer County, and generally occupied pools will have tens or hundreds of individual Conservancy fairy shrimp. The closest occurrence of Conservancy fairy shrimp to the project site beyond the Mariner Conservation Bank is approximately 11 miles to the northwest of the northern terminus of the proposed project in Yuba County (CNDDDB 2007). This species usually does not co-occur in the same pools as vernal pool fairy shrimp or vernal pool tadpole shrimp, which are known to occur in and around the action area, but may occur sympatrically in different pools in the vicinity of these pools. The Service concurs that the proposed project may affect, but is not likely to adversely affect the Conservancy fairy shrimp because it is unlikely this species occupies the pools within the action area. CalTrans proposes to complete one dry season crustacean survey of a subset of the vernal pools, "that are similar in character to those known to support the endangered Conservancy fairy shrimp that has recently been documented in Placer County" that will be directly and indirectly affected by the proposed project, and will submit the results of this survey to the Service prior to groundbreaking within 250 feet of vernal pool features within that subset on the proposed project site.

The following changes are added to the Consultation History of the February 2, 2005, biological opinion:

December 21, 2005: CalTrans sent a letter to the Service outlining new information related to the amount of vernal pool crustacean habitat present on the Rockwell-Mariner property.

January 4, 2006: The Federal Highway Administration (FHWA) sent a letter to the Service requesting an amendment to the biological opinion.

March 21, 2006: The Service issued an amendment to the biological opinion.

April 17, 2007: The Service sent a letter outlining changes in the proposed conservation measures and requested FHWA reinitiate formal consultation to address the changes in the proposed compensation.

June 13, 2007: The Service, FHWA, and CalTrans met to discuss changes to the project description and conservation measures.

August 10, 2007: The Service received the reinitiation request and supporting information from CalTrans.

The following changes amend the March 21, 2006, amendment:

Change Proposed Conservation Measures (Vernal Pool Crustacean Species) from:

Vernal Pool Crustacean Habitat

1. Habitat Preservation/Creation

Approximately 40.50 wetted acres of vernal pool crustacean habitat will be directly (26.94 wetted acres) and indirectly (13.56 wetted acres) affected by the proposed project (refer to Table 2). The project applicant has proposed to compensate for the loss of function and value of these vernal pool crustacean habitats through the preservation of vernal pool crustacean habitat, located primarily in Placer County. Direct affects will be compensated through a combination of creation and preservation of vernal pool crustacean habitat. Indirect affects will be compensated through the preservation of vernal pool crustacean habitat. Therefore, prior to ground-breaking, the applicant will preserve in perpetuity approximately 61.81 wetted acres of existing vernal pool crustacean habitat, including 11.06 wetted acres on Aitken Ranch, approximately 43.22 wetted acres on the Rockwell-Mariner property, and 7.53 wetted acres at the Bryte Ranch Conservation Bank. In addition, the applicant will create approximately 10.35 wetted acres of vernal pool crustacean habitat at Aitken Ranch, which will be protected in perpetuity. Vernal pool crustacean habitat preservation and creation will be accomplished through the acquisition of specified properties, such as Aitken Ranch and the Rockwell-Mariner property in Placer County, and the purchase of vernal pool crustacean habitat credits at Bryte Ranch Conservation Bank in Sacramento County (refer to Table 3).

Table 2: Proposed Compensation for Vernal Pool Crustacean Habitat for the Route 65 Lincoln Bypass Project, Placer County, California

	Acres Affected	Acres of Preservation	Acres of Creation
Direct Total	26.94	48.25	10.35
Indirect Total	13.56	13.56	--
TOTAL	40.50	61.81	10.35

Table 3: Proposed Conservation Areas to Create and Preserve Vernal Pool Habitat in Perpetuity for the Route 65 Lincoln Bypass, Placer County

	Aitken Ranch (in acres)	Rockwell- Mariner (in acres)	Bryte Ranch (in acres)	TOTAL ACREAGE
Preservation	11.06	43.22	7.53	61.81
Creation	10.35	--	--	10.35
TOTAL	21.41	43.22	7.53	72.16

To:

Vernal Pool Crustacean Habitat

2. Habitat Preservation/Creation

Approximately 41.49 wetted acres of vernal pool crustacean habitat will be directly (26.80 wetted acres) and indirectly (14.69 wetted acres) affected by the proposed project (refer to Table 2). The project applicant has proposed to compensate for the loss of function and value of these vernal pool crustacean habitats through the preservation of vernal pool crustacean habitat, located entirely within Placer County. Direct affects will be compensated through a combination of creation and preservation of vernal pool crustacean habitat. Indirect effects will be compensated through the preservation of vernal pool crustacean habitat. Therefore, prior to ground-breaking, the applicant will preserve in perpetuity approximately 63.74 wetted acres of existing vernal pool crustacean habitat, including 11.06 wetted acres on Aitken Ranch, 7.53 wetted acres at the Orchard Creek Conservation Bank, 31.15 acres at Rockwell Ranch, and 14.0 acres at the Mariner Ranch Conservation Bank. In addition, the applicant will create approximately 10.72 wetted acres of vernal pool crustacean habitat at Aitken Ranch, which will be protected in perpetuity. Vernal pool crustacean habitat preservation and creation will be accomplished through the acquisition of land at Aitken Ranch and the Rockwell property, and the purchase of vernal pool crustacean habitat credits at the Orchard Creek and Mariner Ranch Conservation Banks (refer to Table 3).

Table 2: Proposed Compensation for Vernal Pool Crustacean Habitat for the Route 65 Lincoln Bypass Project, Placer County, California

	Acreage Affected	Acres of Preservation	Acres of Creation
Direct Total	26.80	63.74	10.72
Indirect Total	14.69		
TOTAL	41.49	63.74	10.72

Table 3: Proposed Conservation Areas to Create and Preserve Vernal Pool Habitat in Perpetuity for the Route 65 Lincoln Bypass, Placer County, California

	Aitken Ranch (in acres)	Rockwell Property (in acres)	Mariner Ranch (in acres)	Orchard Creek (in acres)	TOTAL ACREAGE
Preservation	11.06	31.15	14.0	7.53	63.74
Creation	10.72	--	--	--	10.72
TOTAL	21.78	31.15	14.0	7.53	74.46

Table 4: Final Compensation Totals for the Route 65 Lincoln Bypass, Placer County, California

Final Compensation	2005 Original Biological Opinion	2006 Amendment	2007 Amendment
Preservation	97.59	61.81	63.74
Creation	10.35	10.35	10.72
TOTAL	107.94	72.16	74.46

The following is added to the Status of the Species – Vernal Pool Fairy Shrimp Critical Habitat (between the first and second paragraph) of the February 2, 2005, biological opinion:

In 2005, upon reevaluation of economic exclusions to the original August 6, 2003 critical habitat rule, the Service revised this original designation to reduce the total of designated critical habitat to 858,846 acres (70 FR 46924). In 2006, the Service subsequently published a species-specific critical habitat rule, which designated 597,821 acres of vernal pool fairy shrimp critical habitat, of which 2,580 acres (Unit 12) are within Placer County (71 FR 7118).

Status of the Species – Vernal Pool Fairy Shrimp Critical Habitat: Change from:

The proposed project lies within the Western Placer County Unit (Unit 12) of critical habitat for the vernal pool fairy shrimp. This 32,134-acre critical habitat unit forms one of the remaining large vernal pool complex areas in the Southeastern Sacramento Valley Vernal Pool Region (Keller-Wold *et al.* 1998). This unit generally occurs in western Placer County, immediately north of the Sacramento County line, north of the City of Roseville, and northeast of the City of Rocklin (Service 2003). The northern boundary occurs just north of the City of Lincoln. This unit occurs mostly west of SR 65.

Unit 12 contains numerous occurrences of the vernal pool fairy shrimp (CNDDDB 2004) and is considered essential for the conservation of the species. Vernal pool fairy shrimp within this unit occur in both Northern Hardpan and Northern Volcanic Mudflow vernal pools as described by

Sawyer and Keeler-Wolfe (1995). Unit 12 also contains vernal pool fairy shrimp found in vernal pools on Exchequer soils on the Mehrten geologic formation, a rare type of Northern Volcanic Mudflow vernal pool which has been reduced to only a few acres within Placer County (Service 2003). These pools are generally short-lived and do not provide habitat for most other species of fairy shrimp (CNDDDB 2004).

This unit contains 70 percent of the remaining vernal pool habitats in Placer County. Furthermore, this unit includes a large number of conservation areas established specifically to contribute to the recovery of vernal pool fairy shrimp. These protected areas include the Ahart Preserve and the Orchard Creek Conservation Bank. The Ahart Preserve is one of the few remaining examples of Northern Volcanic Mudflow vernal pools in the region (criterion 2). The 632.2-acre Orchard Creek Conservation Bank contains approximately 43.14 wetted acres of vernal pool crustacean habitat. Additional smaller preserves that protect vernal pool habitat in and around the cities of Lincoln and Roseville have also been established within this unit. All in all, approximately 20 percent of all habitat compensation areas established for the long-term protection of the vernal pool fairy shrimp is found in this unit. In addition, Placer County is currently developing a Habitat Conservation Plan (HCP) for the conservation of vernal pool fairy shrimp in this area; a 157-acre WRP easement for the protection of wetland resources occurs in this area.

The proposed alignment of the SR 65 Bypass project is located within the northern third of Unit 12, generally skirting along the perimeter of large, contiguous blocks of critical habitat (LSA 2004b). The proposed project action area, consisting of the project footprint and 250 feet or greater on either side of the footprint, includes approximately 519 acres of designated critical habitat for the vernal pool fairy shrimp, or 1.6 percent of Unit 12 (LSA 2004b). Approximately 47 percent of the proposed project alignment extends through or abuts designated critical habitat for the vernal pool fairy shrimp (LSA 2004b). Furthermore, 31.8 percent of proposed project's study area, which comprises approximately 5,122 acres encompassing the areas of and around six proposed alignments including the preferred alternative, consists of upland grasslands interspersed with Northern Hardpan and Northern Volcanic Mudflow vernal pool complexes (LSA 2004a), including vernal pools situated on the rare Exchequer soils of the Exchequer-Rock Outcrop Complex and the Inks-Exchequer Complex (LSA 2004a). The portions of Unit 12 located within the proposed project action area contain all of the constituent elements of vernal pool fairy shrimp critical habitat.

To:

The proposed project lies within the Unit 12b of critical habitat for the vernal pool fairy shrimp. This 328-acre critical habitat unit is part of one of the remaining large vernal pool complex areas in the Southeastern Sacramento Valley Vernal Pool Region (Keller-Wold *et al.* 1998). Unit 12b is part of the Western Placer Core Area, as designated in the *Recovery Plan for Vernal Pool Ecosystems of California and Southern Oregon* (Recovery Plan) (Service 2005). The Recovery Plan identifies several factors which should be taken into consideration when identifying areas for conservation of vernal pools species. These include: size, quality, connectivity with other preserved habitat, ease or feasibility of protection, ability to maintain and/or implement effective

management, and cost of protection and long-term management. The Recovery Plan describes core areas which are based on the known distribution of vernal pool species and habitats and include representative sites across a given species range, or support high species diversity. The Western Placer Core Area should be the initial focus of conservation efforts and where project impacts should be avoided if possible.

Vernal pool fairy shrimp within this core area occur in both Northern Hardpan and Northern Volcanic Mudflow vernal pools as described by Sawyer and Keeler-Wolfe (1995). This core area also contains vernal pool fairy shrimp found in vernal pools on Exchequer soils on the Mehrten geologic formation, a rare type of Northern Volcanic Mudflow vernal pool which has been reduced to only a few acres within Placer County (Service 2003). These pools are generally short-lived and do not provide habitat for most other species of fairy shrimp (CNDDB 2007).

The proposed project action area, consisting of the project footprint and 250 feet or greater on either side of the footprint, includes approximately 65 acres of designated critical habitat for the vernal pool fairy shrimp, or about 20 percent of Unit 12b and about 2.5 percent of Units 12 a and b combined (LSA, *pers. comm.*, 2007).

The primary constituent elements for the vernal pool fairy shrimp are summarized as:

- 1) Topographic features in an upland matrix characteristic of supporting surface water flow to provide for dispersal of the species and hydroperiods of the pools;
- 2) Depressional features with the appropriate timing and duration of inundation necessary for this species to complete its life cycle;
- 3) A sufficient source of food, primarily detritus; and
- 4) Structure within the pools to support organic and inorganic materials typical of vernal pools.

The portion of Unit 12b located within the proposed project action area contains all of the primary constituent elements of vernal pool fairy shrimp critical habitat.

The following is added to the Environmental Baseline – Vernal Pool Tadpole Shrimp and Vernal Pool Fairy Shrimp (between the seventh and eighth paragraph) of the February 2, 2005, biological opinion:

Development projects completed within western Placer County include the Highland Reserve, Highland Reserve North, Sunset West, Stanford Ranch, Twelve Bridges, Sun City Lincoln Hills, and Stoneridge Specific Plan Area (e.g., Olympus Oaks and Cavitt Ranch projects). General and Specific Plans for the western Placer County area are currently being prepared and/or evaluated, such as the proposed Placer Vineyards, Antonio Mountain Ranch, Three-D South, Whispering Springs, Placer Parkway, Placer Ranch, Lincoln Crossing, Aitken Ranch, Sundance, and the Nader property. The City of Roseville is currently processing Specific Plans for two projects, Sierra Vista and Creekview, and has been requested to consider a third specific plan, Brookfield, to the west of the current city limits. In addition, we are aware of other proposed housing,

industrial, infrastructure, energy facilities, universities, hospitals, and other development projects in and around the cities of Lincoln. Collectively, these projects if completed as proposed will result in the loss of thousands of acres of land, much of which is vernal pool wetted and upland habitat in western Placer County.

The City of Lincoln is currently undertaking an update to its general plan, which proposes that the Sphere of Influence be expanded primarily to the west of the current city limits. This expansion may result in the loss or conversion of approximately 8,000 acres of wetland habitat, including wetted vernal pools and the associated upland habitat.

Environmental Baseline – Vernal Pool Fairy Shrimp Critical Habitat: Change from:

Approximately 32,134 acres of the designated 32,230-acre critical habitat Unit 12 (for the vernal pool fairy shrimp) are located in Placer County (Service 2003). Unit 12 contains 70 percent of the remaining vernal pool habitat in Placer County (Service 2003). This unit has been identified as one of the outstanding vernal pool sites remaining in the Sacramento Valley (Service 2003). Vernal pool fairy shrimp within Unit 12 occur in both Northern Hardpan and Northern Volcanic Mudflow vernal pools (Service 2003; Sawyer and Keeler-Wolfe 1995), but also in vernal pools on Exchequer soils on the Mehrten geologic formation, a rare type of Northern Volcanic Mudflow vernal pool which has been reduced to only a few acres within Placer County (Service 2003). Unit 12 occurs mostly west of SR 65, and consists two primary portions: 1) a larger contiguous block extending southerly and southwesterly from the southern limits of the City of Lincoln to the Sacramento County border and 2) a smaller contiguous block extending northerly and northwesterly from the northeastern limits of the City of Lincoln to Coon Creek. The proposed project would bisect several distinct vernal pool complexes within the northern block of Unit 12.

A number of State, local, private, and unrelated Federal actions have occurred within the project area and adjacent region affecting the designated critical habitat of the vernal pool fairy shrimp. Some of these projects have been subject to prior section 7 consultation. The Service has issued five biological opinions to Federal agencies on proposed projects in California that have affected the critical habitat of the vernal pool fairy shrimp since it was designated in 2003. The Service is currently consulting on six additional proposed projects, including this one and another in Placer County, which may adversely modify designated critical habitat for the vernal pool fairy shrimp.

Development projects completed within western Placer County and critical habitat Unit 12 for the vernal pool fairy shrimp include the Highland Reserve, Highland Reserve North, Sunset West, Stanford Ranch, Twelve Bridges, Sun City Lincoln Hills, and Stoneridge Specific Plan Area (e.g., Olympus Oaks and Cavitt Ranch projects). General and Specific Plans for the western Placer County area are currently being prepared and/or evaluated, such as the proposed Placer Vineyards, Antonio Mountain Ranch, Three-D South, Whispering Springs,

Placer Parkway, Lincoln Crossing, Aitken Ranch, Sundance, and Nader property. In addition, we are aware of other proposed housing, industrial, infrastructure, energy facilities, universities, hospitals, and other development projects in and around the cities of Lincoln, Rocklin, Roseville and in Placer County.

Portions of Unit 12 include the City of Lincoln, which in recent years has experienced a rapid rate of growth, particular in the southern portion of the City. In the area south of Lincoln Airport, approximately 521 acres of designated critical habitat in Unit 12 has already been developed (LSA 2004b). The City of Lincoln is currently updating its General Plan. Three alternatives are being considered that propose varying degrees of additional growth around the current city limits. Depending on the alternative selected, between 2,200 and 3,700 acres of additional critical habitat in Unit 12 could be lost to development (LSA 2004b).

The southeastern boundary of Unit 12 abuts the western limit of the City of Roseville. The Service recently issued a biological opinion on the proposed 3,162-acre West Roseville Specific Plan that would allow for a mixed-use development consisting of residential, commercial, industrial, and open space uses to the west of the current city boundary; this area would be annexed into the City (LSA 2004b). The City is currently reviewing a separate but related Sphere of Influence adjustment that includes an additional 2,378 acres in this area. The total area of 5,540 acres is almost entirely within Unit 12 (LSA 2004b).

These completed and proposed projects have resulted in or will likely result in significant, unavoidable affects to biological communities. These effects include the elimination of vernal pools, intermittent drainages and other seasonal wetlands, the reduction of the number of vernal pool complexes within the area, all of which result in both direct and indirect effects to vernal pools, and contributes to the loss of vernal pool fairy shrimp and vernal pool tadpole shrimp occurrences. Despite these affects, we assume that city and county governments will continue to approve development projects within the area. According to one study, the combination of recent and proposed development in the cities of Lincoln and Roseville may eventually eliminate up to 9,768 acres, or approximately 31 percent, of the designated Critical Habitat Unit 12 for the vernal pool fairy shrimp (LSA 2004b). According to a Service analysis of various development scenarios proposed in General and Specific Plans for the western Placer County area, however, the loss of vernal pool grasslands in western Placer County and Critical Habitat Unit 12 could actually approach 70 percent (pers. comm., J. Wild, Sacramento Fish and Wildlife Office, 2005).

In summary, the condition of Critical Habitat Unit 12 retains the primary constituent elements that resulted in its designation. The high density and contiguous arrangement of vernal pool complexes within Unit 12 indicate the relatively high quality and functionality of vernal pool habitat within this unit. This condition of Unit 12, however, is threatened by habitat fragmentation and degradation resulting from ongoing development within Placer County. The proposed project will contribute towards this fragmentation and degradation of Unit 12.

The proposed project will affect approximately 40.713 wetted acres of vernal pool fairy shrimp Critical Habitat Unit 12, including approximately 23.589 wetted acres directly and 17.124 wetted acres indirectly. In addition, approximately 206 acres of contributing uplands associated with

vernal pools and vernal swales within critical habitat Unit 12 will be similarly affected (LSA 2004b). This accounts for 1.6 percent of the total Unit 12 acreage, as originally designated.

If the loss of designated critical habitat resulting from the recent and projected growth of the cities of Lincoln and Roseville is evaluated, then the proposed project will affect approximately 2.3 percent of the remaining portion of designated Critical Habitat Unit 12 for the vernal pool fairy shrimp (LSA 2004b). The proposed project will effectively bisect several distinct vernal pool complexes within the northern block of Unit 12, contributing to the on-going fragmentation of Unit 12.

To:

Approximately 2,580 acres of critical habitat (Unit 12 a and b) for the vernal pool fairy shrimp are located in Placer County (71 FR 7118). These units are part of a larger area that has been identified as one of the outstanding vernal pool sites remaining in the Sacramento Valley (Service 2003). Vernal pool fairy shrimp within Units 12 a and b occur in both Northern Hardpan and Northern Volcanic Mudflow vernal pools (Service 2003; Sawyer and Keeler-Wolfe 1995), but also in vernal pools on Exchequer soils on the Mehrten geologic formation, a rare type of Northern Volcanic Mudflow vernal pool which has been reduced to only a few acres within Placer County (Service 2003). The 2,252-acre Unit 12a occurs entirely east of SR 65, north of the City of Lincoln, mostly west of Gladding Road. The proposed project bisects the 328-acre Unit 12b, which lies south of Nicolaus Road and east of Nelson Lane.

A number of State, local, private, and unrelated Federal actions have occurred within the project area and adjacent region affecting the designated critical habitat of the vernal pool fairy shrimp. Conversion of vernal pool habitat for agricultural uses has and continues to threaten the species inhabiting the critical habitat in Placer County. Some of these projects have been subject to prior section 7 consultation. The Service issued five biological opinions to Federal agencies on proposed projects in California that have affected the critical habitat of the vernal pool fairy shrimp since it was designated in 2003 until 2005. The Service is aware of one additional proposed project in Placer County, Lincoln Village 3, which is located within critical habitat Unit 12a for the vernal pool fairy shrimp.

The City of Lincoln has experienced a rapid rate of growth in recent years, particular in the southern portion of the City. The City of Lincoln is currently updating its General Plan to expand the Sphere of Influence primarily to the west of the current city limits. Depending on the final area proposed for expansion, all of Unit 12b and approximately the southern half of Unit 12a could be proposed for development.

The proposed project, as well as development associated with the expansion of the City of Lincoln, are likely to result in significant, unavoidable affects to biological communities. These effects include the elimination of vernal pools, intermittent drainages and other seasonal wetlands, the reduction of the number of vernal pool complexes within the area, all of which result in both direct and indirect effects to vernal pools, and contributes to the loss of vernal pool fairy shrimp and vernal pool tadpole shrimp occurrences. Despite these effects, we assume that city and county governments will continue to approve development projects within the area.

In summary, the condition of critical habitat Unit 12 (a and b) retains the primary constituent elements that resulted in its designation. The high density and contiguous arrangement of vernal pool complexes within Unit 12 indicate the relatively high quality and functionality of vernal pool habitat within this unit. This condition of Unit 12, however, is threatened by habitat fragmentation and degradation resulting from ongoing development and agricultural conversion within Placer County. The proposed project will contribute towards this fragmentation and degradation of Unit 12b.

The proposed project will directly and indirectly affect approximately 65 acres critical habitat Unit 12b. This accounts for about 20 percent of the Unit 12b acreage, and about 2.5 percent of the total Unit 12 acreage. The proposed project will effectively bisect Unit 12b, which includes distinct vernal pool complexes, contributing to the on-going fragmentation of vernal pool habitat in western Placer County.

Effects of the Proposed Action: Change Direct Effects – Vernal Pool Fairy Shrimp Critical Habitat from:

The direct effects to the species, described above, similarly affect vernal pool fairy shrimp designated critical habitat and its primary constituent elements (*i.e.*, habitat components that are essential for the primary biological needs of the species). Of the 26.941 wetted acres of vernal pool crustacean habitat that would be directly affected by the proposed project, approximately 23.589 wetted acres of this is designated critical habitat for the vernal pool fairy shrimp (*i.e.*, Unit 12). Due to the nature of the proposed project, most of the direct affects to critical habitat are permanent and will occur at the time of project construction which will extend over a period of two to four years. Many of the vernal pools and vernal swales within the proposed project footprint will be graded and filled, others will be affected by the construction of drainage facilities, installation of fencing, and/or landscaping (LSA 2004b). Approximately 206 acres of contributing uplands associated with vernal pools and vernal swales within critical habitat Unit 12 will be similarly affected (LSA 2004b).

To:

The direct effects to the species, described above, similarly affect vernal pool fairy shrimp designated critical habitat and its primary constituent elements (*i.e.*, habitat components that are essential for the primary biological needs of the species). Of the 26.80 wetted acres of vernal pool crustacean habitat that would be directly affected by the proposed project, approximately 5.3 wetted acres of this is in designated critical habitat unit 12b for the vernal pool fairy shrimp. Due to the nature of the proposed project, most of the direct affects to critical habitat are permanent and will occur at the time of project construction which will extend over a period of two to four years. Many of the vernal pools and vernal swales within the proposed project footprint will be graded and filled, others will be affected by the construction of drainage facilities, installation of fencing, and/or landscaping (LSA 2004b).

Effects of the Proposed Action: Change Indirect Effects – Vernal Pool Fairy Shrimp Critical Habitat from:

The indirect effects to the species, described above, similarly affect designated critical habitat and constituent elements for vernal pool fairy shrimp. Indirect effects are more subtle and may occur over a long period of time. The intensity of indirect effects will vary depending on proximity to areas of direct effects, relative elevation, microtopography, and other factors. The habitats that are indirectly affected support habitat components that are essential for the primary biological needs of crustacean feeding, growth, breeding, reproduction, and dispersal, and plant germination, growth, reproduction, and dispersal. Of the 20.957 wetted acres of suitable vernal pool crustacean habitat that will be indirectly affected by the proposed project, approximately 17.124 wetted acres of this is designated critical habitat for the vernal pool fairy shrimp (*i.e.*, Unit 12). Approximately 17.124 wetted acres of designated critical habitat within Unit 12 will be indirectly affected by the proposed project.

Inclusive of the 23.589 wetted acres of direct effects and the 17.124 wetted acres of indirect effects, approximately 1.6 percent of designated critical habitat within Unit 12 will be directly and indirectly affected by the proposed project. This percentage may actually be higher and as much as 2.3 percent, however, if recent and projected development in the region is incorporated (LSA 2004b).

To:

The indirect effects to the species, described above, similarly affect designated critical habitat and constituent elements for vernal pool fairy shrimp. Indirect effects are more subtle and may occur over a long period of time. The intensity of indirect effects will vary depending on proximity to areas of direct effects, relative elevation, microtopography, and other factors. The habitats that are indirectly affected support habitat components that are essential for the primary biological needs of crustacean feeding, growth, breeding, reproduction, and dispersal, and plant germination, growth, reproduction, and dispersal. Of the 14.69 wetted acres of suitable vernal pool crustacean habitat that will be indirectly affected by the proposed project, approximately 5.07 wetted acres of this is in critical habitat Unit 12b. Approximately 53 acres of contributing uplands associated with vernal pools and vernal swales within critical habitat Unit 12b will be similarly affected.

Inclusive of the 5.3 wetted acres of direct effects and the 5.07 wetted acres of indirect effects, approximately 20 percent of designated critical habitat within Unit 12b will be directly and indirectly affected by the proposed project. This percentage may actually be higher and as much as 100 percent, however, if recent and projected development in the region is incorporated. There is a total of 597,821 acres of vernal pool fairy shrimp critical habitat, scattered in various units throughout the range of the species from southern California to southern Oregon. The project will directly and indirectly affect approximately 65 acres and wetted and upland vernal pool habitat, which is less than 0.01 percent of the total critical habitat of vernal pool fairy shrimp over the range of the species.

Effects of the Proposed Action: Change Habitat Preservation from:Habitat Preservation

To offset the permanent loss of habitat for listed vernal pool crustaceans, the applicant has proposed such conservation measures as the creation, acquisition, permanent preservation, and management of 72.16 wetted acres of vernal pool crustacean habitat. One of the proposed preservation areas includes the 317-acre Aitken Ranch. The 317-acre Aitken Ranch Mitigation Site was established by Wildlands, Inc., a private habitat development company, to preserve and create habitat to offset the habitat losses which result from development in Placer County. This property has approximately 21.16 wetted acres of created or preserved vernal pools and vernal swales, in addition to other habitat features, and vernal pool fairy shrimp are known to occur on this property. Caltrans purchased these habitat preservation and creation values in advance of environmental document approval to ensure that these resources are protected in perpetuity (Caltrans 2003).

The project proponent has also proposed to acquire the approximately 800-acre Rockwell-Mariner property, located south of Wise Road and west of Dowd Road, northwest of the City of Lincoln. This property has an estimated 43.22 wetted acres of vernal pool crustacean habitat. The presence of listed vernal pool crustaceans are inferred within suitable habitat along the proposed project alignment, including the Rockwell-Mariner property (LSA 2004c). In addition, the project proponent has further proposed to purchase the equivalent of 7.53 acres of vernal pool habitat preservation credits at Bryte Ranch Conservation Bank located in Sacramento County. Bryte Ranch and the proposed project site are located within the same Southeastern Sacramento Valley Vernal Pool Region, as defined in the Service's *Draft Recovery Plan for Vernal Pool Ecosystems of California and Southern Oregon* (2004). The vernal pool crustacean habitats found on the two sites, however, are not comparable in quality and characteristics. Vernal pool crustacean habitat located on Bryte Ranch is qualitatively different from that found on the proposed project site for several reasons, including: 1) Bryte Ranch is located outside of designated critical habitat for the vernal pool fairy shrimp; 2) the soil types found on Bryte Ranch are different from those found on the proposed project site (LSA 2004c); 3) Bryte Ranch is located on a different geo-morphological surface than the proposed project site; and 4) within this Vernal Pool Region, Bryte Ranch is located within the Mather Core Area and the proposed project site is located within the Western Placer County Core Area. According to the Draft Recovery Plan (Service 2004), these core areas were established based on the understanding that these support viable populations of vernal pool species and/or will contribute to the connectivity of habitat and, thus, the increase of dispersal opportunities between populations. The preservation and enhancement of each core area is important to maintain and possibly expand the distribution of vernal pool species range-wide (Service 2004).

Of the 72.16 wetted acres of vernal pool crustacean habitat that the project proponent has proposed to protect in perpetuity, approximately 61.81 acres of this is existing habitat in western Placer County. None of the existing habitat that is proposed for protection is located within designated critical habitat for the vernal pool fairy shrimp in western Placer County. The permanent protection of 54.28 acres of existing vernal pool crustacean habitat in western

Placer County will achieve approximately a 56 percent rate of vernal pool crustacean habitat preservation in western Placer County, and likewise, represent approximately a 44 percent rate of vernal pool crustacean habitat loss therein. The Service's *Recovery Plan for Vernal Pool Ecosystems of California and Southern Oregon*. Portland, Oregon (2006), recommends a preservation rate of at least 85 percent in the western Placer County core area. The proposed project does not, on its own, achieve the recommended recovery goal for listed vernal pool species in the region. The Service is concerned that the recovery of the vernal pool fairy shrimp and vernal pool tadpole shrimp may not occur unless this rate of loss is addressed by other means.

To:

Habitat Preservation

To offset the permanent loss of habitat for listed vernal pool crustaceans, the applicant has proposed such conservation measures as the creation, acquisition, permanent preservation, and management of 74.46 wetted acres of vernal pool crustacean habitat. One of the proposed preservation areas is the 317-acre Aitken Ranch. The 317-acre Aitken Ranch Conservation Site was established by Wildlands, Inc., a private habitat development company, to preserve and create habitat to offset the habitat losses which result from development in Placer County. This property has approximately 21.78 wetted acres of created or preserved vernal pools and vernal swales, in addition to other habitat features, and vernal pool fairy shrimp are known to occur on this property. CalTrans purchased these habitat preservation and creation values in advance of environmental document approval to ensure that these resources are protected in perpetuity (CalTrans 2003).

The project proponent has also proposed to acquire the approximately 350 acres of the Rockwell property, located south of Wise Road and west of Dowd Road, northwest of the City of Lincoln. This property has an estimated 31.15 wetted acres of vernal pool crustacean habitat. The presence of listed vernal pool crustaceans are inferred within suitable habitat along the proposed project alignment, and presence of both vernal pool fairy shrimp and vernal pool tadpole shrimp has been confirmed on the Rockwell property (LSA 2007). An additional approximately 180 acres on the Rockwell property will be preserved for the purposes of avoiding impacts to waters of the United States to meet Clean Water Act (CWA) regulatory requirements of the U.S. Army Corps of Engineers and the Environmental Protection Agency. This 180 acres is divided into three parcels interspersed within the 350-acre piece for vernal pool crustacean habitat preservation and is separate and distinct from CWA mitigation and species compensation.

The project proponent purchased the equivalent of 14.0 acres of vernal pool habitat preservation credits at the Mariner Conservation Bank, managed by Westerveldt Ecological Services. Mariner is directly adjacent to the south of the Rockwell property. In addition, the project proponent has proposed to purchase the equivalent of 7.53 acres of vernal pool habitat preservation credits at Orchard Creek Conservation Bank located in Placer County.

The proposed project will directly and indirectly affect 41.49 acres of wetted vernal pool crustacean habitat in Placer County. Of the 74.46 wetted acres of vernal pool crustacean habitat that the project proponent has proposed to protect in perpetuity, approximately 63.74 acres of this is existing wetted habitat (i.e. preservation) in western Placer County. None of the existing habitat that is proposed for protection is located within designated critical habitat for the vernal pool fairy shrimp in western Placer County. The permanent protection of 63.74 acres of existing vernal pool crustacean habitat in western Placer County will achieve approximately a 60 percent rate of vernal pool crustacean wetted habitat preservation in western Placer County, and likewise, represent approximately a 40 percent rate of vernal pool crustacean wetted habitat loss therein.

The Recovery Plan recommends a preservation rate of at least 85 percent in the Western Placer Core Area. The Recovery Plan specifies this percentage of protection of known occurrences and protection of a given percentage of suitable habitat is “essential for recovery” of vernal pool species. The total area of the Western Placer Core Area is 37,555 acres. The proposed project will affect directly and indirectly a total of approximately 524.2 acres, or about 1.4 percent, of wetted *and* upland vernal pool habitat within this core area.

CalTrans proposes to purchase credits equal to 14.0 acres at the Mariner Conservation Bank and 7.53 acres at the Orchard Creek Conservation Bank of wetted vernal pool preservation only. A total of 25.63 acres, or about 16 percent, of the 160-acre Mariner Conservation Bank, is wetted vernal pools. Protection of 14.0 wetted acres extrapolates to protection of approximately 87 acres of wetted and upland vernal pool habitat at the Mariner Conservation Bank. A total of approximately 43.14 acres, or about 7 percent, of the 632.2-acre Orchard Creek Conservation Bank, is wetted vernal pools. Protection of 7.53 wetted acres extrapolates to protection of approximately 107 acres wetted and upland vernal pool habitat at the Orchard Creek Conservation Bank.

Approximately 99 acres of the 317-acre Aitken Ranch are within the Western Placer Core Area. Approximately 298 acres of the 350-acre Rockwell property are within this core area. Approximately 146 acres of the 160-acre Mariner Conservation Bank (91 percent) are within this core area. CalTrans has proposed to protect 87 acres at Mariner, which extrapolates to about 79 acres within the core area. Approximately 618 acres of the 632.2-acre Orchard Creek Conservation Bank are within this core area. CalTrans has proposed to protect 107 acres at Orchard Creek, which extrapolates to about 104 acres within the core area.

Table 5: Compensation within the Western Placer Core Area for the Route 65 Lincoln Bypass, Placer County, California

	Aitken Ranch	Rockwell	Mariner	Orchard Creek	Total:
Acres preserved within the core area	99	298	79	104	580

The permanent protection of 580 acres of wetted and upland vernal pool habitat within the Western Placer Core Area will achieve approximately a 53 percent rate of preservation of land in this core area, and likewise, represent approximately a 47 percent rate of land loss in this core area. The proposed project does not, on its own, achieve the recommended recovery goal for listed vernal pool species in the region. The Service is concerned that the recovery of the vernal pool fairy shrimp and vernal pool tadpole shrimp may not occur unless this rate of loss is addressed by other means. None of the proposed habitat protection lies within designated critical habitat for the vernal pool fairy shrimp.

Cumulative Effects: Change Vernal Pool Fairy Shrimp Critical Habitat from:

Recent and projected development in western Placer County and in the vicinity of the proposed project is expected to result in the continued degradation and fragmentation of designated critical habitat for the vernal pool fairy shrimp, specifically Unit 12. Already, approximately 521 acres of designated critical habitat in Unit 12 has already been developed around the city of Lincoln (LSA 2004b). Depending on the alternative selected for the City of Lincoln's General Plan, between 2,200 and 3,700 acres of additional critical habitat in Unit 12 could be lost to development (LSA 2004b). The City of Roseville has proposed the development of approximately 5,540 acres of Critical Habitat Unit 12 (LSA 2004b). The combination of recent and proposed development in the cities of Lincoln and Roseville may eventually eliminate up to 9,768 acres, of approximately 31 percent, of the designated Critical Habitat Unit 12 for the vernal pool fairy shrimp.

To:

Recent and projected development in western Placer County and in the vicinity of the proposed project is expected to result in the continued degradation and fragmentation of designated critical habitat for the vernal pool fairy shrimp, specifically Unit 12. Depending on the alternative selected for the updated City of Lincoln's General Plan, it is possible that all of Unit 12b and the southern half of Unit 12a could be lost to development.

Change Conclusion (Paragraphs 1 and 2) from:

After reviewing the current status of the beetle, vernal pool fairy shrimp, and vernal pool tadpole shrimp, the environmental baselines for the area covered by this biological opinion, the effects of the proposed project, and the cumulative effects, it is the Service's biological opinion that Route 65 Lincoln Bypass project, as proposed, is not likely to jeopardize the continued existence of these species. Although the proposed project is likely to affect designated critical habitat for the vernal pool fairy shrimp, the conservation measures that have been proposed by the project proponent are sufficient to offset the loss of designated critical habitat for the vernal pool fairy shrimp.

We base this determination for the vernal pool crustaceans on the understanding that the acquisition and conservation of at least 72.16 wetted acres of suitable vernal pool crustacean habitat, including 61.81 acres of existing vernal pool crustacean habitat and 10.35 acres of created vernal pool crustacean habitat, should offset the direct and indirect effects of the proposed action, though not at the preservation ratios suggested in the Service's *Draft Recovery Plan for Vernal Pool Ecosystems of California and Southern Oregon* (2004).

To:

After reviewing the current status of the beetle, vernal pool fairy shrimp, and vernal pool tadpole shrimp, the environmental baselines for the area covered by this biological opinion, the effects of the proposed project, and the cumulative effects, it is the Service's biological opinion that Route 65 Lincoln Bypass project, as proposed, is not likely to jeopardize the continued existence of these species. Although the proposed project is likely to affect designated critical habitat for the vernal pool fairy shrimp, the conservation measures that have been proposed by the project proponent are sufficient to offset the loss of designated critical habitat for the vernal pool fairy shrimp.

We base this determination for the vernal pool crustaceans on the understanding that the acquisition and conservation of 580 acres of habitat within the Western Placer Core Area including at least 74.46 wetted acres of suitable vernal pool crustacean habitat, consisting of 63.74 acres of existing vernal pool crustacean habitat and 10.37 acres of created vernal pool crustacean habitat, should offset the direct and indirect effects of the proposed action, though not at the preservation ratios suggested in the Service's Recovery Plan for these species.

Terms and Conditions: Change Vernal Pool Crustaceans (i) from:

- i. The project proponent has proposed to offset direct and indirect effects of vernal pool crustacean habitat loss through a combination of habitat preservation and creation offsite. Therefore, prior to ground-breaking, the applicant shall preserve in perpetuity at least 72.16 wetted acres of vernal pool crustacean habitat, including 61.81 acres of existing and 10.35 acres of created, vernal pool crustacean habitat. The preservation of vernal pool crustacean habitat will be accomplished through the acquisition of specified properties, such as Aitken Ranch and the Rockwell-Mariner property in Placer County. Additional preservation will occur through the purchase of equivalent vernal pool habitat preservation credits commensurate with acreage commitment at the Bryte Ranch Conservation Bank in Sacramento County. The creation of vernal pool crustacean habitat will occur on Aitken Ranch.
- ii. At least 120 days prior to construction, the applicant shall submit documentation of the preservation habitat including conservation easements, management plans, funding instruments, easement holders, etc. for Service approval. Prior to groundbreaking, the project proponent shall provide documentation to the Service demonstrating the

dedication of remaining credits commensurate with acreage commitment at the Bryte Ranch Conservation Bank.

To:

- i. The project proponent has proposed to offset direct and indirect effects of vernal pool crustacean habitat loss through a combination of habitat preservation and creation offsite. Therefore, prior to ground-breaking, the applicant shall preserve in perpetuity at least 74.46 wetted acres of vernal pool crustacean habitat, including 63.74 acres of existing and 10.37 acres of created, vernal pool crustacean habitat. The preservation of vernal pool crustacean habitat will be accomplished through the acquisition of specified properties, such as Aitken Ranch and the Rockwell property in Placer County. Additional preservation will occur through the purchase of equivalent vernal pool habitat preservation credits commensurate with acreage commitment at both the Orchard Creek and Mariner Conservation Banks. The creation of vernal pool crustacean habitat will occur on Aitken Ranch.
- ii. At least 120 days prior to start of construction on the proposed project, the applicant shall submit documentation of the preservation habitat at Aitken Ranch and the Rockwell properties, including conservation easements, management plans, funding instruments, easement holders, etc. for Service approval. Prior to groundbreaking, the project proponent shall provide documentation to the Service demonstrating the dedication of remaining credits commensurate with acreage commitment at the Mariner and Orchard Creek Conservation Banks. All conservation easements must follow the Service's template (contact this office for the current easement language) and be approved by the Service prior to recordation. The conservation easement shall include the right of entry by the Service, its designated agent, and/or the California Department of Fish and Game (CDFG) to undertake any actions deemed necessary to ensure the conservation of the vernal pool crustacean species or other wildlife of plant species of concern to the Service or the CDFG. CalTrans shall provide the Service with a true copy of the recorded conservation easements within 30 days of their recordation.

The conservation easement shall include a list of prohibited activities including, but not limited to:

- i. leveling, grading landscaping, cultivation, or any other alterations of existing topography for any purposes, including the exploration for, or development of, mineral resources;
- ii. placement of any new structures on the preserve, including buildings and billboards;
- iii. discharge, dumping, burning, or storing of rubbish, garbage, grass clippings, dredge material, household chemicals, or any other wastes or fill materials within the preserve;
- iv. building of any roads or trails within the preserve areas;

- v. killing, removal, alteration, or replacement of any existing native vegetation except in Service-approved prescribed burning situations, or as otherwise authorized in writing by the Service;
- vi. activities that may alter the hydrology of the preserve and the associated watersheds, including but not limited to: excessive pumping of groundwater, manipulation or blockage of natural drainages, inappropriate water application or placement of storm water drains, etc. unless authorized in writing by the Service;
- vii. incompatible fire protection activities;
- viii. use of pesticides, herbicides, or rodenticides on the preserve or within the watershed that can contaminate the preserve except as authorized in writing by the Service; and
- xi. introduction of any exotic species or species not native to the area, including aquatic species.

Enclosure A includes review criteria for conservation easements. The applicant must assure that all criteria are met before the conservation easement will be approved by the Service.

- iii. Within 120 days prior to start of construction of the proposed project, CalTrans shall endow a Service-approved fund for monitoring, management, and maintenance for the conservation easement. The endowment must generate sufficient revenue to cover the costs of ongoing operations and management actions as outlined in the Service-approved management plan and this biological opinion. The applicant shall utilize a Service-approved third party to determine what amount of money is necessary for an endowment fund to adequately finance the monitoring, management, and maintenance of the conservation easement. The applicant shall empower the Service to access and expend funds to implement Service-approved remedial measures in the event the responsible Preserve Managers fail to adequately implement the Service-approved management plan. Before ground breaking on the proposed project project, the applicant shall provide the Service with documentation that: (1) funds for the perpetual management and maintenance of the conservation easement has been transferred to an appropriate third party approved by the Service; (2) the third party has accepted the funds and considers them adequate; and (3) that these funds have been deposited in an endowment that will provide adequate financing for monitoring, management, and maintenance of the conservation easement.

The remaining portions of the project description, status of the species, environmental baseline, effects analysis, incidental take statement, reasonable and prudent measures, terms and conditions, and conservation recommendations in the February 2, 2005, biological opinion remain the same.

This concludes formal consultation with CalTrans on the Proposed Route 65 Lincoln Bypass project. As provided in 50 CFR §402.16, re-initiation of formal consultation is required where discretionary Federal agency involvement or control over the action has been maintained (or is

authorized by law) and if: (1) the amount or extent of incidental take is exceeded; (2) new information reveals effects of the agency action that may affect listed species or critical habitat in a manner or to an extent not considered in this opinion; (3) the agency action is subsequently modified in a manner that causes an effect to the listed species or critical habitat that was not considered in this opinion; or (4) a new species is listed or critical habitat designated that may be affected by the action. In instances where the amount or extent of incidental take is exceeded, any operations causing such take must cease pending re-initiation.

Please contact myself or Jana Milliken, Acting Sacramento Valley Branch Chief, at (916) 414-6561 if you have questions regarding this amendment to the biological opinion for Route 65 Lincoln Bypass project.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth Sanchez", written over a horizontal line.

Kenneth Sanchez
Assistant Field Supervisor

cc:

ARD-ES, Portland Oregon

Mr. Kent Smith and Mr. Jeff Finn, California Department of Fish and Game, Rancho Cordova, California

Ms. Laura Whitney-Tedrick, U.S. Army Corps of Engineers, Sacramento, California

Ms. Erin Foresman, Environmental Protection Agency, San Francisco, California

Mr. Chris Collison, California Department of Transportation, Sacramento, California

LITERATURE CITED

- California Department of Transportation. 2003. Indirect and Cumulative Impact Analysis for Lincoln Bypass—Route 65, Placer County, California. May. 34 pp. + Attachments.
- California Department of Fish and Game. 2007. California Natural Diversity Database Species Occurrences for Conservancy fairy shrimp (*Branchinecta conservatio*). Natural Heritage Division, Sacramento, California.
- LSA Associates, Inc., 2004c. Draft Mitigation and Monitoring Proposal, Route 65 Lincoln Bypass, Placer County, California. June 2007. Prepared for the U.S. Department of Transportation. 102 pp. + Appendices.
- LSA Associates, Inc., 2007. 2006-2007 Wet Season Vernal Pool Crustacean Survey, Rockwell Ranch Property, Placer County, California. 11 pp. + Appendix.
- U. S. Fish and Wildlife Service. 2005. Recovery Plan for Vernal Pool Ecosystems of California and Southern Oregon. Portland, Oregon. xxvi + 606 pages.

Personal Communications:

- Harlacher, R. 2007. LSA Associates, Sacramento, California. E-mail to Jana Milliken, U.S. Fish and Wildlife Service, Sacramento, California, on September 7. Subject: Lincoln bypass critical habitat.

Appendix B Property Analysis Record

Section 14 - Initial & Capital Tasks and Costs

Property Title: Rockwell - Prime

PAR ID: Rock1

08/07/2014

Task List	Specific Description	Unit	Quantity	Cost / Unit	Annual Cost	Times Years	Cont %	Total Cost
BIOTIC SURVEYS								
Hydrologist	Field Survey & Reports	L. Hours	24.00	95.00	2,280.00	3.0	10.0	7,524.00
Other	General Biologist	L. Hours	140.00	70.00	9,800.00	3.0	10.0	32,340.00
Plant Ecologist	Field Survey & Reports	L. Hours	80.00	95.00	7,600.00	3.0	10.0	25,080.00
Project Management	Supervise/coordinate	L. Hours	10.00	135.00	1,350.00	3.0	10.0	4,455.00
Wetland Specialist	Field Survey & Reports	L. Hours	60.00	95.00	5,700.00	3.0	10.0	18,810.00
Sub-Total								88,209.00
HABITAT MAINTENANCE								
Brush Hog Tractor	Rent Tractor/mower	Week	1.00	1,300.00	1,300.00	3.0	10.0	4,290.00
Exotic Plant Control	Backpack Spray	L. Hours	40.00	50.00	2,000.00	3.0	10.0	6,600.00
Exotic Plant Control	Hand Removal	L. Hours	80.00	40.00	3,200.00	3.0	10.0	10,560.00
Exotic Plant Control	Herbicide	Gallon	10.00	50.00	500.00	3.0	10.0	1,650.00
Exotic Plant Control	Mow	L. Hours	30.00	40.00	1,200.00	3.0	10.0	3,960.00
Sub-Total								27,060.00
OFFICE MAINTENANCE								
Administrative	Operations	L. Hours	8.00	80.00	640.00	3.0	10.0	2,112.00
Office Rent		Annual	1.00	435.00	435.00	3.0	10.0	1,435.50
Telephone	Telephone	Annual	1.00	72.00	72.00	3.0	10.0	237.60
Sub-Total								3,785.10
OPERATIONS								
Accounting	Endowment	L. Hours	16.00	80.00	1,280.00	3.0	10.0	4,224.00
Audit	Audit-cost share	Acre	530.00	0.25	132.50	3.0	10.0	437.25
High School Mgmt	Ongoing Management	Unit	1.00	8,000.00	8,000.00	3.0	10.0	26,400.00
Insurance	Liability	Acre	530.00	0.70	371.00	3.0	10.0	1,224.30
Insurance	Liability/conserv. Easement	Acre	530.00	0.25	132.50	3.0	10.0	437.25
Legal & Emergency Fund	Establish Fund 1%	1% endow.	0.01	1355,749.00	13,557.49	1.0	10.0	14,913.23
Prep/Negotiations	Stewardship	Unit	1.00	19,000.00	19,000.00	1.0	0.0	19,000.00
Project Accounting	Setup And Maintain	L. Hours	4.00	80.00	320.00	3.0	10.0	1,056.00
Sub-Total								67,692.03
PUBLIC SERVICES								
Signs	Install	L. Hours	20.00	45.00	900.00	1.0	10.0	990.00
Signs	Project History	Unit	1.00	6,000.00	6,000.00	1.0	10.0	6,600.00
Sub-Total								7,590.00
REPORTING								
Annual Reports	Summary	L. Hours	30.00	40.00	1,200.00	3.0	10.0	3,960.00
Annual Work Plan	Plan And Par Budget	L. Hours	16.00	95.00	1,520.00	3.0	10.0	5,016.00
GIS/CAD Management	Data Management	L. Hours	40.00	64.00	2,560.00	1.0	10.0	2,816.00
Monitoring Reports	Annual Reports	L. Hours	32.00	95.00	3,040.00	3.0	10.0	10,032.00
Report Production	Labor	L. Hours	16.00	40.00	640.00	3.0	10.0	2,112.00
Sub-Total								23,936.00
SITE CONSTRUCTION/MAINT.								
Construction Scheduling	Coordinate W/subs	L. Hours	20.00	80.00	1,600.00	3.0	10.0	5,280.00
Fence - Installed	Barbed-wire, 5 Strd.	Lin. Ft.	20,000.00	7.75	155,000.00	1.0	10.0	170,500.00

Section 14 - Initial & Capital Tasks and Costs

Property Title: Rockwell - Prime

PAR ID: Rock1

08/07/2014

Task List	Specific Description	Unit	Quantity	Cost / Unit	Annual Cost	Times Years	Cont %	Total Cost
Gate	Labor	L. Hours	6.00	40.00	240.00	3.0	10.0	792.00
Gate, Cattle	5' x 12' gate	Item	6.00	800.00	4,800.00	1.0	10.0	5,280.00
Lock	Padlock	Item	6.00	20.00	120.00	1.0	10.0	132.00
Non-Organic Debris	Dump Fee	Unit	10.00	150.00	1,500.00	3.0	10.0	4,950.00
Non-Organic Debris	Equipment, Hourly	Unit	24.00	75.00	1,800.00	3.0	10.0	5,940.00
Project Management	Supervise/coordinate	L. Hours	40.00	135.00	5,400.00	3.0	10.0	17,820.00
Water Well	Pump	Unit	1.00	2,000.00	2,000.00	1.0	10.0	2,200.00
Sub-Total								212,894.00
Subtotal								431,166.13
Administration								98,919.87
Total								530,086.01

Section 15 - Ongoing Tasks and Costs

Property Title: Rockwell - Prime

PAR ID: Rock1

08/07/2014

Task List	Specific Description	Unit	Number of Units	Cost / Unit	Annual Cost	Years Divide	Cont %	Total Cost
BIOTIC SURVEYS								
Hydrologist	Field Survey & Reports	L. Hours	24.00	95.00	2,280.00	5.0	10.0	501.60
Other	General Biologist	L. Hours	140.00	70.00	9,800.00	5.0	10.0	2,156.00
Plant Ecologist	Field Survey & Reports	L. Hours	80.00	95.00	7,600.00	5.0	10.0	1,672.00
Project Management	Supervise/coordinate	L. Hours	20.00	135.00	2,700.00	5.0	10.0	594.00
Wetland Specialist	Field Survey & Reports	L. Hours	60.00	95.00	5,700.00	5.0	10.0	1,254.00
Sub-Total								6,177.60
HABITAT MAINTENANCE								
Brush Hog Tractor	Rent Tractor/mower	Week	1.00	1,300.00	1,300.00	1.0	10.0	1,430.00
Exotic Plant Control	Backpack Spray	L. Hours	40.00	50.00	2,000.00	1.0	10.0	2,200.00
Exotic Plant Control	Hand Removal	L. Hours	30.00	40.00	1,200.00	1.0	10.0	1,320.00
Exotic Plant Control	Herbicide	Gallon	10.00	50.00	500.00	1.0	10.0	550.00
Exotic Plant Control	Mow	L. Hours	30.00	40.00	1,200.00	1.0	10.0	1,320.00
Grazing Specialist	Monitor / Removal	L. Hours	10.00	70.00	700.00	1.0	10.0	770.00
Sub-Total								7,590.00
OFFICE MAINTENANCE								
Administrative	Operations	L. Hours	8.00	80.00	640.00	1.0	10.0	704.00
Office Rent		Annual	1.00	435.00	435.00	1.0	10.0	478.50
Telephone	Telephone	Annual	1.00	72.00	72.00	1.0	10.0	79.20
Sub-Total								1,261.70
OPERATIONS								
Accounting	Endowment	L. Hours	16.00	80.00	1,280.00	1.0	10.0	1,408.00
Audit	Audit-cost share	Acre	530.00	0.25	132.50	1.0	10.0	145.75
High School Mgmt	Ongoing Management	Unit	1.00	8,000.00	8,000.00	1.0	10.0	8,800.00
Insurance	Liability	Acre	530.00	0.70	371.00	1.0	10.0	408.10
Insurance	Liability/conserv.	Acre	530.00	0.25	132.50	1.0	10.0	145.75
Legal & Emergency	Annual Fee	Item	1.00	100.00	100.00	1.0	10.0	110.00
Project Accounting	Setup And Maintain	L. Hours	4.00	80.00	320.00	1.0	10.0	352.00
Sub-Total								11,369.60
PUBLIC SERVICES								
Signs	Install	L. Hours	20.00	45.00	900.00	7.0	10.0	141.42
Sub-Total								141.42
REPORTING								
Aerial Photo	Photo Monitoring	Unit	1.00	3,000.00	3,000.00	5.0	10.0	660.00
Annual Reports	Summary	L. Hours	30.00	95.00	2,850.00	1.0	10.0	3,135.00
Annual Work Plan	Plan And Par Budget	L. Hours	16.00	80.00	1,280.00	1.0	10.0	1,408.00
GIS/CAD Management	Data Management	L. Hours	40.00	64.00	2,560.00	5.0	10.0	563.20
Monitoring Reports	Annual Reports	L. Hours	32.00	95.00	3,040.00	1.0	10.0	3,344.00
Report Production	Labor	L. Hours	16.00	40.00	640.00	1.0	10.0	704.00
Sub-Total								9,814.20
SITE CONSTRUCTION/MAINT.								
Construction	Coordinate W/subs	L. Hours	20.00	80.00	1,600.00	5.0	10.0	352.00

Section 15 - Ongoing Tasks and Costs

Property Title: Rockwell - Prime

PAR ID: Rock1

08/07/2014

Task List	Specific Description	Unit	Number of Units	Cost / Unit	Annual Cost	Years Divide	Cont %	Total Cost
Fence - installed	Barbed-wire, 5 Strd.	Lin. Ft.	20,000.00	7.75	155,000.00	25.0	10.0	6,820.00
Gate	Labor	L. Hours	6.00	40.00	240.00	1.0	10.0	264.00
Gate, Cattle	5' x 12' gate	Item	6.00	800.00	4,800.00	15.0	10.0	352.00
Non-Organic Debris	Dump Fee	Unit	10.00	150.00	1,500.00	5.0	10.0	330.00
Non-Organic Debris	Equipment, Hourly	Unit	24.00	75.00	1,800.00	3.0	10.0	660.00
Project Management	Supervise/coordinate	L. Hours	40.00	135.00	5,400.00	5.0	10.0	1,188.00
Water Well	Pump	Unit	1.00	2,000.00	2,000.00	15.0	10.0	146.66
Sub-Total								10,112.66
Subtotal								46,467.19
Administration								11,152.12
Total								57,619.32

Section 16 - Financial Summary

Property Title: Rockwell - Prime

Date: 08/07/2014

1st Budget Year: 2015

State:

PAR Code: Rock1

<i>Item Descriptions</i>	<i>Total</i>
<i>Initial & Capital Financial Requirements</i>	
Revenues	\$0
Management Costs	\$393,696
Contingency Expense	\$37,470
<i>Initial & Capital Management Total Costs</i>	\$431,166
Administrative Costs of Total Management Costs	\$98,920
<i>Initial & Capital Gross Costs</i>	\$530,086
<i>Initial & Capital Net Costs</i>	\$530,086
<i>Annual Ongoing Financial Requirements</i>	
Revenues	\$0
Ongoing Costs	\$42,243
Contingency Expense	\$4,224
<i>Ongoing Management Total Costs</i>	\$46,467
Administrative Costs of Total Management Costs	\$11,152
<i>Ongoing Gross Costs</i>	\$57,619
<i>Ongoing Net Costs</i>	\$57,619
<i>Endowment Requirements for Ongoing Stewardship</i>	
<i>Endowment to Produce Income of \$57,619</i>	\$1,355,749
<i>Endowment per acre \$2,558</i>	
<i>Stewardship costs are based on 4.25% of Endowment Earnings per Year</i>	
<i>Ongoing management funding per year is \$57,619</i>	
<i>Resulting in a per acre per year cost of \$109</i>	
<i>Total Funding Required</i>	\$1,885,835

Recorded at the request of:

STATE OF CALIFORNIA

When recorded mail to:

Department of Transportation
North Region Right of Way- Mitigation
703 B Street,
Marysville, CA 95901

FEE Exempt Gov. Agency
R & T Code: 11922, 11928, 11929

Documentary Transfer Tax \$ -0-
Calif. Department of Transportation _____

Space above this line for Recorder's Use

MITIGATION LAND TRANSFER AGREEMENT

This Mitigation Land Transfer Agreement ("AGREEMENT") is entered into on _____, 20____ by and between the State of California, acting by and through its Department of Transportation ("CALTRANS"), Wildlife Heritage Foundation ("WHF"), a California non-profit organization, and Western Placer Unified School District ("SCHOOL DISTRICT"), a political subdivision of the State of California, hereafter collectively referred to as the "PARTIES".

RECITALS

- A. CALTRANS, WHF and SCHOOL DISTRICT have legal authority pursuant to Government Code Sections 65965, 65966, 65967 and 65968 to enter into this AGREEMENT, subject to approval by the California Transportation Commission ("CTC").
- B. CALTRANS has constructed the Lincoln Bypass Project (03-PLA-65, PM 12.3-22.4, EA 03-333801), referred to herein as the "PROJECT". CALTRANS has determined that the PROJECT will result in certain impacts to wetlands, grassland complexes and vernal pool habitats, collectively referred to herein as "IMPACTS."
- C. CALTRANS must fulfill "MITIGATION REQUIREMENTS" as stated in the United States Fish and Wildlife Service (USFWS) Biological Opinion #1-1-04-F-0119 dated February 2, 2005 (as amended March 21, 2006 #1-1-06-F-0071 and September 24, 2007 #1-1-07-0324), and the United States Army Corps of Engineers (USACE) Section 404 Permit #199500363 dated October 19, 2007, collectively referred to herein as "PERMITS", to provide mitigation for the IMPACTS of this PROJECT. USFWS and USACE are collectively referred to herein as "PERMITTING AGENCIES."
- D. CALTRANS holds title to 545.8 ± acres of real property "PROPERTY" situated in Placer County, south of West Wise Road and west of North Dowd Road. The PROPERTY is identified as Assessor's Parcel Number 21-020-067 and CALTRANS Parcel Number 34390-01-01 of which 541.1± acres will be placed under a

conservation easement to satisfy the MITIGATION REQUIREMENTS for the PROJECT.

- E. The PROPERTY possesses or has the capability of possessing, without limitation, wildlife habitat, ecological, scientific, natural, aesthetic and open space values, more specifically, vernal pool grassland complexes, wetlands, streams, vernal pool fairy shrimp habitat, tadpole shrimp habitat, and other flora and fauna, referred to herein as the "CONSERVATION VALUES".
- F. The PROPERTY possesses a historical cultural resource, referred to as Site CA-PLA-2185-H Feature 2, referred to herein as "SITE" and is described as a trash pit. Additionally, it is possible that historical archaeological deposits exist beneath the standing and collapsed structures.
- G. The PARTIES hereto desire to prevent any use of the PROPERTY that will impair or interfere with the CONSERVATION VALUES. The PARTIES hereto desire and intend that the PROPERTY be permanently restricted for the direct protection into perpetuity of land, water, and natural resources, including but not limited to, agricultural lands, wildlife habitat, wetlands, endangered species habitat, and open-spaces areas.
- H. WHF and SCHOOL DISTRICT desire to share responsibilities for the long-term management, maintenance, and monitoring, hereinafter referred to as "STEWARDSHIP" of the PROPERTY into perpetuity in order to preserve and protect the CONSERVATION VALUES, as described in the Preserve Management Plan (PMP).
- I. To satisfy in full the MITIGATION REQUIREMENTS for the PROJECT, CALTRANS shall grant a Conservation Easement to WHF as the "Preserve Manager" and fee title to SCHOOL DISTRICT as the "Preserve Owner," collectively to preserve and protect the CONSERVATION VALUES of the PROPERTY into perpetuity.
- J. CALTRANS shall provide a one-time payment "Total Contribution" in the amount of One Million Eight Hundred Eighty Five Thousand Eight Hundred Thirty Five Dollars (\$1,885,835) payable to WHF, as the "Preserve Manager", for the ongoing STEWARDSHIP by both WHF and the SCHOOL DISTRICT of the PROPERTY into perpetuity.

This amount consists of the sum of (i) Five Hundred Thirty Thousand Eighty Six Dollars (\$530,086.00) , for WHF's initial administrative and capital costs and (ii) One Million Three Hundred Fifty Five Thousand Seven Hundred Forty Nine Dollars (\$1,355,749.00) for (endowment) ongoing stewardship.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and for good and valuable consideration, the PARTIES agree as follows:

1. All obligations of CALTRANS under the terms of this AGREEMENT, including, but not limited to the transfer of the ENDOWMENT, are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission ("CTC").
2. All applicable laws, rules and policies relating to the use of federal or state funds shall apply notwithstanding any other provisions of this Agreement.
3. Upon the approval by the CTC:
 - a. CALTRANS shall grant WHF a Director's Deed Conservation Easement ("CONSERVATION EASEMENT") containing 541.1 ± acres and identified as DE-34390-1 in "Exhibit 1" (Recordation number _____) attached hereto and made part of this AGREEMENT.
 - b. CALTRANS shall grant SCHOOL DISTRICT a Director's Deed ("DEED") containing 545.8 ± acres and identified as DD-34390-01-01 in "Exhibit 2" (not recorded with this agreement) attached hereto and made part of this AGREEMENT. The DEED granted to SCHOOL DISTRICT includes an additional 4.7± acres not encumbered by the CONSERVATION EASEMENT that can be used for supportive ancillary structures and educational activities that sustain and maintain the conservation easement area as outlined in "Exhibit 3," which is made a part of this agreement.
4. WHF and SCHOOL DISTRICT collectively shall manage the STEWARDSHIP of the PROPERTY as specified in the Preserve Management Plan (PMP), attached hereto as "Exhibit 4" (not recorded with this agreement) and made a part of this AGREEMENT.
5. The CONSERVATION EASEMENT, PERMITS, and PMP are hereby incorporated into this AGREEMENT by this reference and are collectively referred to herein as the "HABITAT DOCUMENTS."
6. The HABITAT DOCUMENTS require certain initial and capital costs to fund a permanent ENDOWMENT for the STEWARDSHIP of the PROPERTY in perpetuity. CALTRANS and WHF have executed an ENDOWMENT agreement identified in "Exhibit 5" (not recorded with this agreement) attached hereto and made part of this AGREEMENT which specifies the initial capital and ongoing costs for the STEWARDHIP of the PROPERTY.

7. WHF and SCHOOL DISTRICT agree to obtain any and all applicable environmental approvals and/or resource agency agreements, permits, and/or approvals that may be required for activities associated with the management, maintenance and monitoring of the PROPERTY and to fully comply with any terms and conditions thereof.
8. WHF may transfer or assign its rights and obligations set forth in the CONSERVATION EASEMENT only with the prior written consent of CALTRANS, the PERMITTING AGENCIES and SCHOOL DISTRICT. If WHF transfers or assigns its rights and obligations in the PROPERTY, WHF shall (at the time of transfer or assignment) also transfer all remaining ENDOWMENT funds to the transferee (including all interest accrued thereon) and only if the transferee agrees to fulfill and be responsible for all the duties and responsibilities of WHF under this AGREEMENT; WHF shall remain fully liable for its duties and responsibilities under this Agreement prior to transfer.
9. SCHOOL DISTRICT may transfer or assign its rights and obligations set forth in the DEED only with the prior written consent of CALTRANS and the PERMITTING AGENCIES. If SCHOOL DISTRICT transfers or assigns its rights and obligations in the PROPERTY, SCHOOL DISTRICT shall (at the time of the transfer or assignment) also transfer all remaining OPERATIONAL SERVICE FEES (annual endowment funds specifically earmarked for costs associated with establishing and running the student livestock grazing program) to the transferee (including all interest accrued thereon) only if the transferee agrees to fulfill and be responsible for all the duties and responsibilities of SCHOOL DISTRICT under this AGREEMENT; SCHOOL DISTRICT shall remain fully liable for its duties and responsibilities under this Agreement prior to transfer of the PROPERTY.
10. REVERSION. If CALTRANS determines that the PROPERTY is not being used in accordance with the PMP to protect the ongoing STEWARDSHIP of the CONSERVATION VALUES and the cause of such determination is WHF failure to fulfill its obligations under this Agreement, then the remaining portion of the ENDOWMENT, including accrued interest, shall revert back to CALTRANS upon sixty (60) days written notice by CALTRANS. The notice shall specify the nature of the default. WHF may utilize the sixty (60) days following the receipt of such notice to cure the specified default. Timely cure of a specified default will avoid reversion for that default. If a reversion should occur, then WHF shall take all necessary steps and execute any and all necessary paperwork to effectuate the reversion at their own expense.
11. REVERSION. If CALTRANS determines that the PROPERTY is not being used in accordance with the PMP to protect the ongoing STEWARDSHIP of the CONSERVATION VALUES and the cause of such determination is the SCHOOL DISTRICT's failure to fulfill its obligations under this Agreement, then the PROPERTY and all remaining OPERATIONAL SERVICE FEES (annual endowment funds specifically earmarked for costs associated with establishing and running the

student livestock grazing program) shall revert back to CALTRANS upon sixty (60) days written notice by CALTRANS. The notice shall specify the nature of the default. SCHOOL DISTRICT may utilize the sixty (60) days following the receipt of such notice to cure the specified default. Timely cure of a specified default will avoid reversion for that default. If a reversion should occur, then SCHOOL DISTRICT shall take all necessary steps and execute any and all necessary paperwork to effectuate the reversion at its own expense.

12. WHF and SCHOOL DISTRICT agree that in the event of a condemnation action, the PROPERTY shall be transferred to CALTRANS in accordance with the terms of the DEED. In the event of a partial condemnation, WHF shall retain all of the ENDOWMENT and any income earned thereon for the continued oversight of the conservation easement unless all of the PROPERTY is condemned and the conservation easement is lawfully terminated. If all of the PROPERTY is condemned and the EASEMENT is terminated, WHF agrees to pay CALTRANS whatever remains of the ENDOWMENT and accrued interest thereon, that CALTRANS provided to WHF for the STEWARDSHIP of the PROPERTY and upon such payment, WHF shall be relieved of, and released from, any and all obligations regarding the PROPERTY and the ENDOWMENT. WHF and SCHOOL DISTRICT shall take all necessary steps and execute any and all necessary paperwork to effectuate this provision at their own expense.
13. If WHF ever ceases to function as a non-profit California organization or is dissolved, then WHF agrees to assign all of WHF's respective rights and obligations regarding the PROPERTY and the ENDOWMENT, including accrued interest thereon, to an entity or organization that will continue the stewardship of the property in perpetuity, after receiving the written concurrence by CALTRANS. WHF shall take all necessary steps and execute any and all necessary documents to effectuate this provision at its own expense.

If SCHOOL DISTRICT ever ceases to function as a political subdivision of the State of California or is dissolved, then SCHOOL DISTRICT agrees to assign all of their respective rights and obligations regarding the PROPERTY to an entity or organization that will continue the stewardship of the property in perpetuity, after receiving the written concurrence by CALTRANS. SCHOOL DISTRICT shall take all necessary steps and execute any and all necessary documents to effectuate this provision at its own expense.

14. WHF and SCHOOL DISTRICT shall retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred with respect to the CONSERVATION EASEMENT (as to WHF) and the PROPERTY (as to SCHOOL DISTRICT), including support data for cost proposals, and to make such materials available at the respective offices of CALTRANS at all reasonable times. CALTRANS, the Federal Highway Administration, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of WHF and SCHOOL DISTRICT that are pertinent to this

Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished when requested. Upon termination of the CONSERVATION EASEMENT, WHF shall transfer such books, records, and documents of WHF with respect to the CONSERVATION EASEMENT to CALTRANS and retain copies of same for WHF's use.

15. CALTRANS has obtained written confirmation from the PERMITTING AGENCIES that all permit requirements regarding the PROPERTY have been satisfied and will provide a copy of such confirmation, if requested, to WHF and/or SCHOOL DISTRICT as specified in the PMP.

16. WHF and SCHOOL DISTRICT agree to accept the PROPERTY in its current environmental condition, including but not limited to, the presence of hazardous materials as described in the April 4, 2005 Hazardous Waste Assessment and the January 28, 2013 Amended and Updated Hazardous Waste Assessment.

Various buildings, improvements and structures on the Property, including but not limited to, the water well tower, two silos, barn and small animal pen (collectively "IMPROVEMENTS") will not be removed or demolished prior to the transfers contemplated herein. WHF and SCHOOL DISTRICT understand that CALTRANS has not conducted any studies, inspections or tests concerning the condition, structural integrity, operation or usefulness of any of these IMPROVEMENTS. WHF and SCHOOL DISTRICT agree that CALTRANS shall not be liable for the structural integrity, condition or operation, or usefulness of any IMPROVEMENTS on the PROPERTY. WHF and SCHOOL DISTRICT shall defend and hold CALTRANS free and harmless against any liability and damages arising out of the existence of hazardous materials or the structural integrity, use or condition of the IMPROVEMENTS.

The PROPERTY has received a Categorically Exempt Class [PRC 21084; 14 CCR 15300 et seq.] dated July 1, 2008 (hereinafter referred to as a "Cat Ex").

The Hazardous Waste Assessment, Amended Hazardous Waste Assessment and Cat Ex are collectively attached hereto as Exhibit "6." and made part of this AGREEMENT.

17. WHF and SCHOOL DISTRICT agree the trash pit SITE will be protected from any disturbance as an Environmentally Sensitive Area (ESA) per Section 106 of National Historic Preservation Act, Historical Resources Compliance Report, and §Public Resources Code 5024.

Possible archaeological deposits may exist beneath the IMPROVEMENTS. WHF and SCHOOL DISTRICT agree if these structures are to be razed, an archaeological monitor must be present during the demolition. If an archeological feature (e.g., bones, stone implements, old bottles, etc.) is identified, demolition will cease (within a 60 meter [200 feet] radius) while the qualified monitor assesses the deposit and determines an appropriate course of action pursuant to Stipulation

XV, Post Review Discoveries, Section B.1-3 of the 106 PA. Demolition of the structure will not resume until approved by the archaeological monitor.

WHF and SCHOOL DISTRICT agree if human remains are discovered or recognized during construction or reconstruction, there shall be no further excavation or disturbance of the location (within a 60 meter [200 feet] radius), or any nearby area reasonably suspected to overlie adjacent remains, until a qualified archaeologist has contacted the appropriate county coroner and they have determined that the remains are not subject to provisions of Section 27491 of the California Government Code. If the coroner determines the remains to be Native American, they shall contact the Native American Heritage Commission (NAHC) within 24 hours. The NAHC will appoint a Most Likely Descendent for disposition of the remains (Health and Safety Code Sect. 7050.5 and 7052, Public Resources Code Sect. 5097.9 to 5097.99).

18. WHF and SCHOOL DISTRICT shall fully defend, indemnify and save harmless CALTRANS and all CALTRANS' officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials on the PROPERTY provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred on or arise after the date of the recordation of the DEED and CONSERVATION EASEMENT and provided that such indemnity, defense and save harmless obligation shall be inapplicable to any claims, suits, or actions caused by Caltrans' breach of its obligations under this Agreement or arising from or connected with the active or passive negligence of Caltrans.
19. To the extent permitted by law, CALTRANS agrees to fully defend, indemnify and save harmless WHF and SCHOOL DISTRICT and all their respective officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred or arose before the date of recordation of the CONSERVATION EASEMENT and DEED.
20. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by WHF or SCHOOL DISTRICT and/or their respective agents under or in connection with any work, authority, or jurisdiction conferred upon WHF or SCHOOL DISTRICT under this Agreement. It is understood and agreed that WHF and SCHOOL DISTRICT will fully defend, indemnify, and save harmless CALTRANS and all of CALTRANS' officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by WHF or SCHOOL DISTRICT and/or their respective agents under this Agreement. In the event of

any breach of this Agreement by either party, the other party may enforce this Agreement by any means available at law or in equity. In the event of litigation, mediation or arbitration to resolve any breach of, or dispute related to, this Agreement, each party agrees to pay for its own attorney's fees, costs and expenses, without regard to who ultimately prevails.

21. A failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver, or as a waiver of the right to compel enforcement of that provision.
22. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not a signatory to the original or the same counterpart. If any provision of this Agreement is held invalid, the other provisions shall not be affected thereby.
23. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal written amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties here.
24. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties who are not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.
25. This agreement shall terminate upon written confirmation by USFWS and USACE that MITIGATION REQUIREMENTS have been met. However, all indemnification, document, retention, audit, claims, environmental, legal challenge, hazardous material, operation, maintenance, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.
26. Each party to this Agreement warrants that it and the respective signatories have full right and authority to enter into this Agreement and that each party is an authorized legal entity under the laws of the State of California.
27. This Agreement shall be governed by the laws of the State of California without regard to choice of law principles.
28. Written notice required under this Agreement shall be sent by first class mail addressed to the party as provided below:

Department of Transportation
703 B Street
Marysville, CA 95901
Attn: Chief of Environmental
Attn: Chief of Right of Way

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

Wildlife Heritage Foundation
563 Second Street, Suite 120
Lincoln, CA 95648
Attn: Patrick Shea
Executive Director

IN WITNESS WHEREOF, CALTRANS, WHF, SCHOOL DISTRICT have executed this Agreement as of the day and year first above written.

**STATE OF CALIFORNIA
DEPT OF TRANSPORTATION**

**WESTERN PLACER UNIFIED
SCHOOL DISTRICT**

By: _____
JOHN BALLANTYNE
Chief
North Region Right of Way

By: _____
SCOTT LEAMAN
District Superintendent

As recommended

Approved as to form and procedure:

By: _____
Cindy Anderson
Chief
North Region Environmental

By: _____
Megan Macy
Lozano Smith
Counsel for Western Placer Unified
School District

Approved as to form and procedure:

WILDLIFE HERITAGE FOUNDATION

By: _____
Legal Counsel
Department of Transportation

By: _____
PATRICK SHEA
Executive Director

Exhibit 3:

Permitted Uses: pertaining to the 4.7 acres not encumbered by the conservation easement: Said property can only be used for supportive ancillary structures and educational activities (Lincoln High School Farm) that sustain and maintain the conservation easement area. Existing buildings at the time of transfer can be restored or replaced as they serve the purpose for ancillary farming activities. These uses include:

- a) Portable/permanent classroom/lab
- b) Identifying signs
- c) School bus turn around/parking area
- d) Tool and equipment storage shed (to be built)
- e) Machine/equipment repair shop (to be built)
- f) Livestock
- g) Livestock handling facilities including:
 - o Corrals
 - o Squeeze chute/calf table
 - o Loading chute
 - o Scales
 - o Feeding area
 - o Individual cattle/sheep/goat pens
 - o Calving/lambing sheds
- h) Horse barn (currently on site, possibly able to be rehabilitated; otherwise a new structure to be installed)
- i) Solar panels
- j) Windmill (currently on site and inoperable)
- k) Pump house (to be installed)
- l) Restroom (portable until a permanent structure can be built)
- m) Paving or gravelling vehicle areas

Prohibited Uses: Any activity on or use of the 4.7 acres not encumbered by the conservation easement that is inconsistent with the stated uses outlined above is strictly prohibited. Without limiting the generality of the foregoing, the following uses and activities are expressly prohibited:

- a. Commercial, industrial, and residential uses
- b. Any legal or de factor division, subdivision, or partitioning of the property.
- c. Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any except as specifically provided in the permitted uses.
- d. Depositing or accumulation of trash, ashes, refuse, waste, bio-solids or any other materials.
- e. Mining Activities: Excavating, draining, dredging, drilling, removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or below the surface of the property, or granting or authorizing surface entry for any of these purposes.

- f. Altering the surface or general topography of the property, including but not limited to any alterations to habitat, except as specifically provided in the permitted uses
- g. Manipulating, impounding or altering any natural water course, body of water or water circulation on the property, except as specifically provided in the permitted uses, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or subsurface.
- h. Without prior written consent of Caltrans, which Caltrans may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air, or water rights of the property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the property, including but not limited to: (i) riparian rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the property; and (iv) any water from wells that are in existence or may be constructed in the future on the property.
- i. Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, the property, or the use or activity in question.

Exhibit 6:

CATEGORICAL EXEMPTION/ CATEGORICAL EXCLUSION DETERMINATION FORM

03- Placer NA 03-333802
 Dist.-Co.-Rte. (or Local Agency) P.M.P.M. E.A. (State project) Federal-Aid Project No. (Local project)/ Proj. No.

PROJECT DESCRIPTION: (Briefly describe project, purpose, location, limits, right-of-way requirements, and activities involved.)

Caltrans is proposing to transfer the ownership of the Rockwell/Mariner property (Property) to Placer County with a Conservation Easement in place. The conservation easement is briefly described on the continuation page. The property has been evaluated for natural and cultural resources as well as hazardous waste. The property has one location that is potentially eligible for inclusion on the National Register of Historic Places. This location will not be disturbed. Due to the sensitive nature of the site, the location will not be disclosed in this document, but will be described in the Cooperative Agreement along with a description of activities not allowed. No ground disturbing activity is to take place at this location. There are no hazardous waste concerns and no biological concerns given the activities that are mandated for the property with the Conservation Easement.

CEQA COMPLIANCE (for State Projects only)

Based on an examination of this proposal, supporting information, and the following statements (See 14 CCR 15300 et seq.):

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

CALTRANS CEQA DETERMINATION

☐ Exempt by Statute. (PRC 21080[b], 14 CCR 15260 et seq.)

Based on an examination of this proposal, supporting information, and the above statements, the project is:

☒ Categorically Exempt. Class ____ (PRC 21084; 14 CCR 15300 et seq.)

☐ Categorically Exempt. General Rule exemption. [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15061[b](3))]

Signature: Environmental Branch Chief

Date

6/25/08

Signature: Project Manager

Date

7-1-08

NEPA COMPLIANCE

In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:

- does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b)
<http://www.fhwa.dot.gov/hep/23cfr771.htm> - sec. 771.117).

In non-attainment or maintenance areas for Federal air quality standards, the project is either exempt from all conformity requirements, or conformity analysis has been completed pursuant to 42 USC 7506(c) and 40 CFR 93.

CALTRANS NEPA DETERMINATION

☐ Section 6004: The State has been assigned, and hereby certifies that it has carried out, the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding (MOU) dated June 7, 2007, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:

- 23 CFR 771 activity (c) ____
- 23 CFR 771 activity (d) ____
- Activity ____ listed in the MOU between FHWA and the State

☐ Section 6005: Based on an examination of this proposal and supporting information, the State has determined that the project is a CE under Section 6005 of 23 U.S.C. 327.

Signature: Environmental Branch Chief

Date

Signature: Project Manager/DLA Engineer

Date

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., air quality studies, documentation of conformity exemption, FHWA conformity determination if Section 6005 project; §106 commitments; § 4(f), § 7 results; Wetlands Finding; Floodplain Finding; additional studies; and design conditions). Revised September 6, 2007

The Conservation Easement (CE) is intended to preserve and protect in perpetuity the conservation values of the Mariner/Rockwell property, which include, without limitation, vernal pool crustacean habitat, grassland complexes, wetlands and the associated aquatic resources of the Coon Creek Watershed. This CE restricts the uses of the property to ensure that the conservation values of the property are protected and preserved in perpetuity. The CE mitigates and offsets impacts to natural resources as a result of the Lincoln Bypass Project. Changes or modifications to the terms of the CE will only be allowed with the written consent and authorization of the U.S Fish and Wildlife Services, the U.S. Environmental Protection Agency, the U.S. Army Corps of Engineers, the California Department of Fish and Game and the California Department of Transportation.

PROHIBITED USES OF THE PROPERTY

Though not an exhaustive list of prohibited uses, none of the uses described below shall occur on the Property. For more detail, please see the CoOp Agreement.

1. Inconsistent or Adverse Actions.
2. Use or Transfer of Development Rights.
3. Vehicles.
4. Hazardous Materials
5. Introduction of Grasses, Plant, Animal Species or Exotics.
6. Destruction of Native Vegetation
7. Commercial Use.
8. Natural Resource Development.
9. Agriculture.
10. Recreational Use.
11. Development of Water:
12. Alteration of Natural Water Courses; Degradation of Water Quality.
13. Impairment of Water Rights
14. No Plowing, Disking, Alteration of Topography.
15. Junk Yards.
16. Roads and Fences.
17. Fertilizers, Pesticides, Herbicides, and other Biocides.

State of California
Memorandum

Business, Transportation and Housing Agency

Date: January 28, 2013

File: 03-PLA-65
Rockwell Mitigation Parcel
EA 333802

To: SAMUEL JORDAN
Project Manager

From: MARIA ALICIA BEYER SALINAS
Office of Environmental Engineering
Hazardous Waste

Subject: Amended and Updated Hazardous Waste Assessment

The purpose of this Amended and Updated Hazardous Waste Assessment is to reflect accurate information of the Rockwell Mitigation Parcel solely. The original memorandum dated April 4, 2005 included analysis for two parcels; the Mariner Ranch and Rockwell Ranch. Mariner Ranch has been intentionally omitted from this update.

Caltrans acquired a portion of the Rockwell Ranch property to mitigate vernal pools and wetland impacts for the Lincoln Bypass. The Rockwell Ranch property is located south of West Wise Road and west of North Dowd Road in Placer County and further identified as:

- APN # 021-020-002 530.76 acres*
5211 West Wise Rd
Lincoln, CA 95948
Grantee: Sharon Joan Rockwell, Trustee Et Al

*APN and acreage corrected from Hazardous Waste Assessment dated April 4, 2005

Updated Findings:

- a) **Remaining Structures-New**
Several structures were removed in October 2009. Remaining on the property is a water well tower, two silos, a barn and a small animal pen. Caltrans has not conducted a structural evaluation of these improvements, nor makes any representation of the improvement's structural integrity.

These structures were requested to remain by Western Placer Unified School District and Wildlife Heritage Foundation, the intended vested parties of the property. Each party will be offered the opportunity to have a structural inspection of the structures, at their own cost, if further evaluation is requested.
- b) **State Historic Preservation Officer (SHPO)-New**
SHPO has concurred that the property and its structures were not eligible for the National Register of Historic Places (NRHP), with the exception of a trash pit which is considered an environmental sensitive area, per Section 106 of the National Historic Preservation Act (NHPA). This trash pit is further identified in transfer documentation as Archeological Feature 2 and will be fenced off to protect it from any disturbance.

c.) **Record search-Unchanged**

The hazardous waste assessment was limited to a review of an Environmental Data Resources (EDR) Phase I Information report, Sanborn fire insurance maps and Historical photos. The EDR report provided information from databases of State and Federal Regulatory Agencies on hazardous materials storage and release sites. The EDR report showed no reported or known hazardous waste or releases at the parcel.

d.) **Petroleum hydrocarbons- Unchanged**

During a site reconnaissance conducted on January 17, 2013 minor soil stains just north of the water well tower were observed similar to those sited during a site reconnaissance conducted on March 1, 2005. The stains appear to be from minor spills of gasoline, diesel, or motor oil from two former 55 gallon drums.

If soil disturbance and/or excavation will occur in this area, a special provision will need to be included in the contract, requiring this soil area to be stockpiled and properly tested prior to disposal.

Without testing and based on the size of the stain, it seems to have a low risk of encountering major significant hazardous waste.

e.) **Lead-Containing Paint-Updated**

The water well tower (pump house) shows peeling and flaking lead based paint. In March 2007, lead was detected in the light green exterior paint at a concentration of 41,000 milligrams per kilogram (mg/kg) and soluble lead concentration of 34 milligrams per liter (mg/l). Our consultant recommended then that the peeling/flaking paint be removed and disposed prior to renovation, demolition, or other structure activity.

Construction activities (including demolition) that disturb materials containing any amount of lead are subject to certain requirements of the Cal/OSHA lead standard contained in Title 8, CCR Section 1532.1. Personnel performing "trigger tasks" should possess lead-related construction certifications as supervisors or workers, as appropriate, from the California Department of Health Services (DHS). Common trigger tasks include manual scraping or sanding, heat gun applications, power tool cleaning, spray painting with lead paint, abrasive blasting, welding, cutting, grinding, and torch burning.

Overall, no indications of major contamination and no significant hazardous waste were encountered within the parcel limits.

cc: John D. Webb, Environmental Management
Chris Collison, Environmental Biologist
Jennifer Clark, Environmental Coordinator
Susan Sears, Right of Way Agent-Property Management

Memorandum

Date: April 15, 2005

File: 03-PLA-65
EA 333801To: LEO RUBIO
Project ManagerFrom: MA. ALICIA BEYER
North Region Environmental Engineering Office
Hazardous Waste

Subject: Hazardous Substances Disclosure

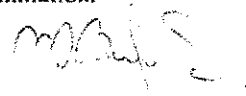
This memorandum is to provide written disclosure that the below-referenced properties, as shown on the attached map(s), have been reviewed by the District Hazardous Waste Unit.

Caltrans District 3 proposes to acquire the following properties for ownership in "Fee Title" (Fee), all rights title and interest in real property:

<u>A.P.N.</u>	<u>Area</u>	<u>Grantor</u>
021-020-002	256.06 ha (632.74 acres)	Sharon Joan Rockwell Trustee Et Al
021-020-015	61.14 ha (151.09 acres)	Ann E. Mariner

The potential for encountering significant HW contamination is low, based on the proposed use of the properties and the results of the attached Hazardous Waste Assessment.

Caltrans District 3 Director Jody Jones approved the April 6, 2005, "Request for Acquisition of Property Containing Contaminated Material." The approval to proceed with the acquisition is based on full consideration of the risks associated with unknown levels of contamination. The Right of Way acquisition contract will include language that allows the State to recover the cost of cleanup, if required, from those who caused or contributed to the contamination.



cc: Jeffrey Purdie - Right of Way
Debbie Moreno - Right of Way
Nesar Formoli - Design Senior
Cornelis Hakim - Project Engineer
Karen McWilliams - Environmental

-- TEAMWORK GETS IT DONE --

State of California
Memorandum

Business, Transportation and Housing Agency

Date: March 4, 2005

File: 03-PLA-65
Lincoln Bypass
EA 333800

To: LEO RUBIO
Project Manager

From: MA. ALICIA BEYER
North Region Environmental Engineering Office
Hazardous Waste

Subject: Hazardous Waste Assessment for Certificate of Sufficiency

Caltrans is acquiring property to mitigate for vernal pool and wetland impacts resulting from Federal and State funded transportation projects in Placer County. The properties are located south of Wise Road and west of Dowd Road in Placer County.

- | | |
|--|---|
| - APN # 021-020-015; 632.74 acres
South of Wise Road and West of Dowd Road
P.O. Box 3, Lincoln CA 95648
Mariner Ranch | - APN # 021-020-002; 151.09 acres
5211 West Wise Rd
Lincoln, CA 95948
Rockwell Sharon Joan Trustee Et Al |
|--|---|

The properties are proposed to be acquired to preserve wetlands and vernal pools in order to offset vernal pools and wetlands impacted by transportation projects in Placer County. The properties consist of scattered vernal pools and uplands. Preservation of vernal pools is consistent with the current use of grazing. It is anticipated that grazing will continue on the property. No construction or soil disturbance is anticipated. There will be no demolition of existing structures.

- Record search

The hazardous waste investigation was limited to a review of "Environmental Data Resources (EDR) Phase I Information report, Sanborn fire insurance maps and Historical photos. The "EDR" report provides information from databases of State and Federal Regulatory Agencies on hazardous materials storage and releases. The EDR report, showed no reported or known hazardous waste or releases at the parcels.

- Petroleum hydrocarbons

During a site reconnaissance conducted on March 1, 2005, a total of three above ground combustible storage tanks (AGCST) and one 50 gal drum of Turbo Oil were observed within the parcel limits. North of the water well tower, were two AGCST with minor soil petroleum hydrocarbons stains just below them. These stains indicate the possibility of residual petroleum hydrocarbon as gasoline, diesel and/or motor oil in the soil, which could pose a threat to groundwater or human health. Therefore, if any soil disturbance and/or excavation takes place under and/or near the AGCST area, a special provision will need to be included in the contract, requiring this soil area to be stockpiled and properly tested prior to disposal.

Without testing and based on the size of the stain and the AGCST, it seems to have a low risk of encountering major significant hazardous waste.

- Lead-Containing Paint & Asbestos Containing Materials

The house, water well tower, and other structures have deteriorated, peeling, and/or flaking paint, and represent high potential of being Lead-Containing Paint (LCP). Typically, only paints that are peeling or flaking or have otherwise become separated from their substrate are of concern from a hazardous waste standpoint. The structures also posed potential for containing Asbestos Containing Materials (ACM's).

A survey by a Department of Health and Services (DHS)-certified Lead-Paint Assessor, Inspector per Title 17 of the California Code of Regulations is recommended. As well as an ACM's survey by a Certified consultant consistent with Asbestos Hazard Emergency Response Act (AHERA) standards and California State Business and Profession Code Section 7181.

Coordination, abatement and/or work practices will be necessary prior to construction, remodel or leasing activities at the site. Removal of the LCP and friable ACM's materials will likely require disposal as a "California Hazardous" waste.

- Polychlorinated Biphenyls (PCB's.)

Three water wells have electricity going to them with pole-mounted transformers. The transformers could have PCB's that could have leaked. However, no soil stains were observed near the pole-mounted transformer.

In overall, no indications of major contamination and no significant hazardous waste are expected to be encountered within the parcels limits. However, the residency on property is over 50 years old and without testing it represents a medium risk for encountering a mayor significant hazardous waste.

If any hazardous material or soil and/or groundwater contamination is encountered once the property is purchased, Caltrans will properly test and dispose of the disturbed contaminated materials. The estimated Caltrans' cost to sample for LCP, ACM's and analyze excavated soils for characterization and disposal purposes due to the AGCST is approximately \$50,000.00 (The Mariner Ranch R/W cost estimated \$14.84M). This amount does not include an assessment of future liability if Caltrans assumes responsibility for unforeseen remediation.

Project Development has advised R/W to proceed with acquisition, because it is in the best interest of the State to acquire the properties, as they are required for mitigation. The potential Hazardous Waste (HW) contamination risk and cost are low, and contamination can be handled with engineering methods during construction. This decision to acquire is made by Project Development and must be fully documented in the parcel file with a copy attached to and made part of the MOS. Prior approval of HQ may be required. The appropriate clause must be included in the Right of Way Contract (see Sections 8.16.04.00 through 8.16.06.00).

Without testing and with the potential for minor contamination, an exception to acquire these properties may be required.

cc: Walter Bird – Right of Way

**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:

Resolution No. 15/16.24 to Approve the
Annual Adjustment of
Community Facility District
Mello-Roos Rates for CFD #1 and
CFD #2

AGENDA ITEM AREA:

Action

REQUESTED BY:

Mike Adell, Director of Facilities

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Restricted Facilities Fund 49

MEETING DATE:

May/June, 2016

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Annually the rates for fee calculations for Mello-Roos tax within the Western Placer Unified School District's Community Facilities Districts #1 and #2 are adjusted in coordination with the California Construction Cost Index (CCCI), utilizing the annual percentage increase or decrease for the most recent full calendar year as the standard. As of December 2015, there was an increase in the Construction Cost Index of 2.2%. This will increase the rates within CFD #1 to \$6.55 per square foot and CFD #2 to \$0.5250 per square foot respectively. Both districts observe a cap of 2,200 square feet per residential unit that can be charged. If approved, these rate increases will go into effect at the start of the 2016-17 fiscal year.

RECOMMENDATION:

Staff requests that the Board of Trustees approve Resolution No. 15/16.24 to adjust CFD rates for the 2016-2017 fiscal year as outlined.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Resolution No. 15/16.24

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTERN
PLACER UNIFIED SCHOOL DISTRICT APPROVING TO APPLY AN
ESCALATION FACTOR TO ITS COMMUNITY FACILITIES
DISTRICTS NO. 1 AND NO. 2 SPECIAL TAX RATE**

The following **RESOLUTION** was duly passed and adopted by the Board of Trustees of the above entitled district at a regular meeting held the 7th day of June 2016.

WHEREAS, based upon the comparison of the California Department of General Services Construction Cost Index as of December 2015, the computed escalation factor is calculated at 2.2%;

NOW THEREFORE, The Board of Trustees of the above titled district **FINDS, DECLARES, RESOLVES AND ORDERS** as follows:

1. Apply a 2.2% escalation factor to the FY 2015-16 rate of \$6.41 per square foot of living space, capped at 2,200 square feet per unit, for a FY 2016-17 rate of \$6.55 per square foot of living space, capped at 2,200 square feet per unit, for Community Facilities District No. 1.
2. Apply a 2.2% escalation factor to the FY 2015-16 rate of \$0.5137 per square foot of living space, capped at 2,200 square feet per unit, for a FY 2016-17 rate of \$0.5250 per square foot, capped at 2,200 square feet per unit, for Community Facilities District No. 2

APPROVED, PASSED and ADOPTED by the Governing Board of the Western Placer Unified School District this 7th day of June 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Board

ATTEST:

, Clerk

California Construction Cost Index (CCCI)

Month	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005
January	6106	6073	5898	5774	5683	5592	5260	5309	4983	4869	4620	4339
February	6132	6077	5896	5782	5683	5624	5262	5295	4983	4868	4603	4362
March	6248	6069	5953	5777	5738	5627	5268	5298	4999	4871	4597	4360
April	6249	6062	5956	5786	5740	5636	5270	5296	5004	4872	4600	4393
May		6069	5957	5796	5755	5637	5378	5288	5023	4886	4599	4403
June		6055	5961	5802	5754	5643	5394	5276	5065	4842	4593	4421
July		6055	5959	5804	5750	5654	5401	5263	5135	4849	4609	4411
August		6055	5959	5801	5778	5667	5401	5265	5142	4851	4616	4399
September		6113	5959	5802	5777	5668	5381	5264	5194	4942	4619	4533
October		6114	5969	5911	5780	5675	5591	5259	5393	4943	4867	4554
November		6109	5981	5903	5779	5680	5599	5259	5375	4978	4891	4587
December		6108	5977	5901	5768	5680	5596	5262	5322	4981	4877	4614
Annual % *		2.2%	1.3%	2.3%	1.5%	1.5%	6.3%	-1.1%	6.8%	2.1%	5.4%	6.0%

The California Construction Cost index is developed based upon Building Cost Index (BCI) cost indices for San Francisco and Los Angeles produced by Engineering News Record (ENR) and reported in the second issue each month for the previous month. This table is updated at the end of each month.

The ENR BCI reports cost trends for specific construction trade labor and materials in the California marketplace.

*Annual Percentage is calculated from December to December.

This page last updated: 4/14/16

**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.
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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 Lease-Leaseback Agreement with
BRCO Constructors, Inc., for the Lincoln High
School Portables Relocation Project

AGENDA ITEM AREA:

Action

REQUESTED BY:

Michael Adell 
Director of Facilities

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Fund 21

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

Due to projected growth at Lincoln High School and the need to accommodate the expansion and enhancements of the existing quad area on site, it will be necessary for the District to relocate six (6) portable classrooms on site adjacent to the 2015 portable classrooms addition on the north area of campus. LPA Architects has provided the architectural, civil, and electrical engineering services for the project and the plans and specifications were approved by the Division of the State Architect.

BRCO Constructors, Inc., has been selected as the primary lease-leaseback entity to enter into negotiations and execute the Lease-Leaseback Agreement, Site Lease Agreement, Sublease Agreement, and other necessary documents in order to complete the Lincoln High School Portables Relocation project including, but not limited to, site preparations for the portable buildings, underground utilities connections, site demolition, grading, paving, and building signage. Negotiations of the Lease-Leaseback Agreement including a Guaranteed Maximum Sum of \$686,431.00, for the project are complete and are in order for execution by the District.

RECOMMENDATION:

Staff recommends the Board of Trustees approve the Lease-Leaseback Agreement with BRCO Constructors, Inc., for the Lincoln High School Portables Relocation Project.

BRCO Constructors, Inc.					Job No.	TBD
Lincoln High School					DSA No.	TBD
Lincoln High School Portable Classrooms Temporary Relocation-2016					Date:	5/19/2016
Section	Section Description	Subcontractor	Quantity	Unit	Unit Cost	Item Total
Division 1 - General Requirements						
	Portable Restroom		2	ea	250	\$500.00
	Temp Fence		1000	lf	3	\$3,000.00
	Supervision		1	month	15000	\$15,000.00
	Survey		1	LS	3500	\$3,500.00
	SWPPP, Erosion control, washout		1	LS	4000	\$4,000.00
	Dumpster		2	ea	500	\$1,000.00
	Construction Water		1	LS	2500	\$2,500.00
	Job trailer and hook up		1	LS	2000	\$2,000.00
			0		0	\$0.00
			0		0	\$0.00
Division 1 Totals						\$31,500.00
Division 2 - Site Work						
			0		0	\$0.00
	Demo AC, clear & grub, prep pads		1	LS	22,550	\$22,550.00
	Disconnect (E) building for relocation/ cap (E)		1	LS	3,500	\$3,500.00
	Demo (E) drainage and install new storm drain & DI's		1	LS	10,100	\$10,100.00
	Prepare subgrade and place AB for AC		1	LS	10,765	\$10,765.00
	Ac Paving	SNA	1	LS	10,000	\$10,000.00
	Fencing	Crusader	1	LS	12,639	\$12,639.00
	Landscaping	Aerco Pacific	1	LS	20,500	\$20,500.00
			0		0	\$0.00
Division 2 Totals						\$90,054.00
Division 3 - Concrete						
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 3 Totals						\$0.00
Division 4 - Masonry						
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 4 Totals						\$0.00
Division 5 - Metals						
			0		0	\$0.00
	New ramps	Impact	1	LS	27,720	\$27,720.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 5 Totals						\$27,720.00
Division 6 - Wood & Plastics						
			0		0	\$0.00

BRCO Constructors, Inc.				Job No.	TBD	
Lincoln High School				DSA No.	TBD	
Lincoln High School Portable Classrooms Temporary Relocation-2016				Date:	5/19/2016	
Section	Section Description	Subcontractor	Quantity	Unit	Unit Cost	Item Total
	Closure panels		1	LS	3,200	\$3,200.00
	Dry rot repairs to siding		1	LS	6,800	\$6,800.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 6 Totals						\$10,000.00
Division 7 - Sheet Metal & Grating						
			0		0	\$0.00
	Insulation w/ Div. 6		0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 7 Totals						\$0.00
Division 8 - Doors & Windows						
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 8 Totals						\$0.00
Division 9 - Finishes						
			0		0	\$0.00
	Acoustical ceilings (R&R tack board removal)		1	LS	4,500	\$4,500.00
	Demo flooring		1	LS	8,160	\$8,160.00
	Flooring	KYA	1	LS	23,400	\$23,400.00
	Demo tackboard		1	LS	10,000	\$10,000.00
	Vinyl Covered Tackboard	Nalevia	1	LS	60,000	\$60,000.00
	Painting	Rozakis	1	LS	29,862	\$29,862.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 9 Totals						\$135,922.00
Division 10 - Specialties						
			0		0	\$0.00
	Building signage		1	LS	2,000	\$2,000.00
	Fire Extinguisher		1	LS	1,500	\$1,500.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 10 Totals						\$3,500.00
Division 11 - Equipment						
			0		0	\$0.00
			0		0	\$0.00

BRCO Constructors, Inc.				Job No.		TBD
Lincoln High School				DSA No.		TBD
Lincoln High School Portable Classrooms Temporary Relocation-2016				Date:		5/19/2016
Section	Section Description	Subcontractor	Quantity	Unit	Unit Cost	Item Total
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 11 Totals						\$0.00
Division 12 - Furnishings						
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 12 Totals						\$0.00
Division 13 - Special Construction						
			0		0	\$0.00
	Relocate Building on new foundations		1	LS	75,270	\$75,270.00
	Repairs for building relocations excluded by Impact		1	LS	5,000	\$5,000.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 13 Totals						\$80,270.00
Division 14 - Conveying Systems						
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 14 Totals						\$0.00
Division 15 - Mechanical						
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 15 Totals						\$0.00
Division 16 - Electrical						
			0		0	\$0.00
	Electrical, FA, LV	Alessandro	1	LS	190,247	\$190,247.00
	Cut/Patch for Electrical		1	LS	5,000	\$5,000.00

BRCO Constructors, Inc.				Job No.		TBD
Lincoln High School				DSA No.		TBD
Lincoln High School Portable Classrooms Temporary Relocation-2016				Date:		5/19/2016
Section	Section Description	Subcontractor	Quantity	Unit	Unit Cost	Item Total
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 16 Totals						\$195,247.00
Construction Cost Total						\$574,213
Bonds						\$6,120
0.005 Insurance - liability /Builders Risk						\$2,871
TOTAL						\$583,204
0.07 Overhead, Home Office Overhead, Profit						\$40,824
TOTAL						\$624,028
0.1 Contingency						\$62,403
Guaranteed Maximum Price (GMP)						\$686,431
Additional Cost: Preconstruction Services per Preliminary Agreement (not included in GMP)						\$0

LEASE-LEASEBACK AGREEMENT

Dated as of June 8, 2016

Between

Western Placer Unified School District

and

BRCO Constructors, Inc.

**Lincoln High School Portables
Relocation Project**

790 J Street, Lincoln, California 95648

LEASE-LEASEBACK AGREEMENT
Lincoln High School Portables Relocation Project

THIS LEASE-LEASEBACK AGREEMENT (this "Agreement") is entered into as of _____, 2016 between the Western Placer Unified School District, a California public school district (the "Owner"), and BRCO Constructors, Inc., a California [corporation] and licensed general contractor (the "Contractor"). Owner and Contractor are each a "Party" and together are the "Parties" to this Agreement.

The Owner intends to make certain improvements to its Portables Relocation (the "School Facilities") on the campus of its Lincoln High School, located at 790 J Street, Lincoln, CA 95648.

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.

The Owner intends to undertake certain tenant improvements, the scope of which is described generally in Article 1 and *Exhibit A* below, at the School Facilities (the "Project").

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.

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").

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.

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.

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.

Contractor is experienced in the 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.

The Owner and Contractor therefore agree as follows:

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Lease-Leaseback Agreement
Project
at _____ School

ARTICLE 1. 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:

**PORTABLES RELOCATION PROJECT
AT LINCOLN HIGH SCHOOL
PLACER COUNTY, CALIFORNIA,**

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

LPA, INC., 431 I STREET, SUITE 107, SACRAMENTO, CA 95814, (916) 287-2400

and other contract documents relating to the Project.

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

Further, Contractor agrees to obtain third party financing if necessary from River City Bank at an interest rate of 2% in order to construct the Project.

ARTICLE 2. 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 as *Exhibit C* (the "General Conditions"), the Site Lease, and the Sublease, together form the "Contract Documents," which form the "Contract."

ARTICLE 3. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract. Contractor shall complete its Work at the Site on or before August 12, 2016 ("Date for Completion").

Failure to complete the Project, or applicable phases of the Project, within the date(s) and in the manner provided for by the Contract Documents, shall subject the Contractor to liquidated damages for each calendar day by which such completion is delayed beyond the applicable Date for Completion. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed by the applicable Date for Completion 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 if completion is delayed include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the Parties agree that the following dollar figure shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project, or applicable parts

thereof, within the time specified: \$200.00, for each calendar day by which completion of the Project, or applicable parts thereof, is delayed beyond the Date for Completion as adjusted by change orders.

If the Contractor becomes liable under this Article, the Owner, in addition to all other remedies provided by law, shall have the right to withhold all retained percentages of payments and/or sublease payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this Article has been finally determined. If the retained percentages and withheld sublease payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, then 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 4. TOTAL SUBLEASE AMOUNT. The total amount set aside by the Owner for performance of all work required by the Contract for the Project shall be **\$686,431.00**, based upon the Scope of Work set forth in *Exhibits A* and *B* of this Agreement ("Total Sublease Amount"). Except as otherwise provided in the General Conditions, the Contractor shall assume the risk of all costs in excess of the Total Sublease Amount 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 an increase in the Total Sublease Amount or a time extension for completion, it must request it pursuant to the procedures in the General Conditions for change orders and claims.

The Contractor's cost breakdown of the Total Sublease Amount is attached (see *Exhibit D*) 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. 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 all elements described in Section 6 of the Sublease. The sum of the Sublease Payments shall not exceed the Total Sublease Amount established under this Article 4. Sublease Payments shall be in accordance with the Sublease.

To the extent that the Total Sublease Amount includes any amounts for contingencies or allowances, the use of such funds is entirely at the discretion, and only with the advanced written approval, of the Owner. At the completion of the Project, all such funds that are unspent and unencumbered shall remain the property of the Owner and Contractor shall have no claim to such funds.

ARTICLE 5. 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 6. TERM AND TERMINATION. The term of the Contract (the "Lease Term") begins on the date shown on page 1 above and automatically ends on October 14, 2016 after construction of the Project is complete or 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 at the same time as this Agreement, 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 7. PREVAILING WAGES. The Project is a public work, the Work shall be performed as a public work, and under California Labor Code Section 1770 *et seq.*, the Director of the California Department of Industrial Relations ("DIR") 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 DIR 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 Two Hundred Dollars (\$200.00) 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 Standards Enforcement of the DIR. Contractor and all subcontractors shall comply with Labor Code section 1776. In accordance with Labor Code section 1771.4(a)(1), the Project is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

As a public work, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In order to be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or enter into, or engage in the performance of any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code), a contractor or subcontractor must be currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code.

ARTICLE 8. WORKING HOURS. Under California Labor Code Sections 1810 to 1815, 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 9. APPRENTICES. The Contractor shall comply with California Labor Code Sections 1777.5 and 1777.6. 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 10. SKILLED AND TRAINED WORKFORCE. The Contractor shall comply with Education Code section 17407.5, which requires the Contractor and its subcontractors at every tier to employ a skilled and trained workforce, as defined herein, to perform all work on the Project that falls within an apprenticeable occupation in the building and construction trades.

For the purpose of this Article, the following definitions apply:

- A. "Apprenticeable occupation" means an occupation for which the Division of Apprenticeship Standards of the DIR had approved an apprenticeship program before January 1, 2014.
- B. "Skilled and trained workforce" means that all of the workers are either apprentices registered in an apprenticeship program approved by the DIR, or skilled journeypersons, with at least 30 percent of the skilled journeypersons employed on the Project in an apprenticeable occupation by Contractor or any of its subcontractors at every tier being graduates of an apprenticeship program for the applicable occupation that was either approved by the DIR or was located outside of California and approved for federal purposes.
- C. "Skilled journeyperson" means any of the following: (i) a person who has graduated from an apprenticeship program approved by the DIR, (ii) a person who has graduated from an apprenticeship program located outside of California and approved for federal purposes in accordance with regulations adopted by the federal Secretary of Labor, or (iii) a person

who has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program approved by the DIR.

Contractor shall provide monthly compliance reports to the Owner while the Project is being performed, using the format attached hereto as *Exhibit E*, or in a substantially similar format, demonstrating compliance with this Article. Such monthly compliance reports shall be subject to the California Public Records Act (commencing with Government Code section 6250), and shall be open to public inspection.

If Contractor fails to comply with this Article then Owner, at its sole discretion, may terminate the Agreement pursuant to Article 14 of the General Conditions, in addition to any other rights or remedies provided to Owner in the Contract Documents. Notwithstanding any other provision of the Agreement or the General Conditions, if Contractor fails to provide any required monthly compliance report pursuant to this Article on or before the last business day of each month while the Project is being performed, Owner shall immediately cease making payments to Contractor that would otherwise be due and payable under the terms of this Agreement, until any and all monthly compliance reports for any preceding month have been submitted to the Owner.

ARTICLE 11. DSA OVERSIGHT PROCESS. The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Inspector of Record ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful actions or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE 12. SELECTION OF SUBCONTRACTORS. Contractor shall conduct a competitive process for the selection of subcontractors for construction of the Project. In the interest of minimizing the expenditure of funds for the construction of the Project, the Contractor agrees to select appropriately licensed subcontractors for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from subcontractors pursuant to the competitive bid procedures set forth in the Public Contract Code, including the specific provisions of Public Contract Code section 20110 *et seq.*, or that it will utilize an informal bidding process established by the Contractor and approved in advance by Owner. If Contractor chooses to select subcontractors pursuant to an informal bidding process, unless the Parties otherwise agree in writing, on a trade by trade basis, Contractor's procedure shall include, at a minimum, publication of a notice calling for bids for each trade component of the Project once a week for two weeks in customary trade publications. Further, unless the Parties otherwise agree in writing, on a trade by trade basis, Contractor shall make every reasonable effort to ensure that it receives at least three competitive bids from subcontractors for each trade component of the Project (including each trade component that Contractor proposes to undertake with its own forces, unless

Owner directs otherwise). Contractor shall inform all bidders that the Owner will not be a party to any contracts for construction services executed by the Contractor and selected bidders. However, the Owner reserves the right to oversee the bidding process, and in no case will the Contractor award any subcontracts until the Owner has concurred with the selection, scope, and price of the subcontracted services. Contractor shall submit a listing of proposed subcontractors with associated breakdown of bid values to the Owner for the Owner's review. In addition, at the Owner's request, Contractor shall provide the Owner with full documentation regarding the bids or competitive quotes received by the Contractor. In no event shall such documentation be redacted or obliterated. If Contractor does not comply with this provision, the Owner may terminate this Agreement. Following Owner's concurrence with the selection, scope, and price of subcontracted services, Contractor shall not make any changes in same without Owner's express written approval of the proposed changes, which approval shall be in Owner's sole discretion. Owner reserves the right to terminate this Agreement if Contractor does not comply with this provision.

ARTICLE 13. PREQUALIFICATION OF CONTRACTOR AND CERTAIN SUBCONTRACTORS.

Owner has determined that the Project is subject to the requirements of Public Contract Code section 20111.6. Accordingly, the Owner has required that Contractor and all electrical, mechanical, and plumbing subcontractors to be utilized on the Project complete and submit to the Owner a standardized prequalification questionnaire and financial statement. The questionnaire and financial statement has been verified under oath by the prequalification applicants in the manner in which civil pleadings in civil actions are verified. The questionnaires and financial statements are not public records and are not open to public inspection.

The Owner has adopted and applied a uniform system of rating the prequalification applicants on the basis of the completed questionnaires and financial statements. The questionnaire and financial statement, and the uniform system of rating applicants cover, at a minimum, the issues covered by the standardized questionnaire and model guidelines for rating bidders developed by the DIR pursuant to Public Contract Code section 20101(a).

If the Project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, then a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors has been or will be made available by the Owner to all bidders at least five business days prior to the dates fixed for the receiving and opening of bids on the Project.

In addition, each prospective contractor and electrical, mechanical, and plumbing subcontractor on the Project has been furnished by the Owner with a standardized proposal form that, when completed and executed, has been or will be submitted as his or her bid. Bids not presented on the forms so furnished shall be disregarded. A proposal form has not and will not be accepted from any person or other entity that is required to submit a completed questionnaire and financial statement for prequalification or from any person or other entity that uses a subcontractor that is required to submit a completed questionnaire and financial statement for prequalification, but has not done so at least 10 business days prior to the date fixed for the receiving and opening of bids on the Project or has not been prequalified for at least five business days prior to that date.

For purposes of this Article, electrical, mechanical, and plumbing subcontractors are contractors licensed pursuant to Section 7058 of the California Business and Professions Code, specifically contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses, pursuant to regulations of the Contractors' State License Board.

ARTICLE 14. INDEMNIFICATION, INSURANCE, AND BONDS. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

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

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

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

ARTICLE 15. 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 California Code of Civil Procedure section 1856.

ARTICLE 16. 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 17. 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 18. 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 19. SEVERABILITY. If a court of competent jurisdiction shall hold any provision of the Contract invalid or unenforceable, then such holding shall not invalidate or render unenforceable any other provision hereof. The laws of the State of California shall govern the Contract. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Placer, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE 20. 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 Owner's Governing Board.

ARTICLE 21. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any 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 22. 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 23. TERMS NOT DEFINED. Capitalized terms used in this Agreement that are not otherwise defined have the same meaning as in the General Conditions.

ARTICLE 24. PARTIES BOUND BY AGREEMENT. Each person signing this Agreement below warrants and guarantees that he or she is legally authorized to execute this Agreement on behalf of the listed Party and that such execution binds that Party to the terms and conditions of this Agreement.

* * * * *

CONTRACTOR:

**BRCO Constructors, Inc.,
a California Corporation**

BY: _____

TITLE: President

OWNER:

Western Placer Unified School District

BY: _____

TITLE: Assistant Superintendent

BY: _____

TITLE: [Corporate Secretary]

CALIFORNIA CONTRACTOR'S
LICENSE NO.

LICENSE EXPIRATION DATE

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

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Lease-Leaseback Agreement

Project
at School

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

Portables Relocation Project
At Lincoln High School

The Total Sublease Amount is based on the plans, specifications, drawings, and design packages prepared by **LPA, Inc.**, architects for the Owner. The detailed Scope of Work is set forth in said plans, specifications, drawings, and design packages approved by the Division of State Architect as Application No. 02-115088, which are incorporated herein by this reference. Specifically, the Scope of Work includes, but is not limited to, the following: site preparations for the portable buildings, underground utilities, connections, site demolition, grading, paving, low voltage systems, and building signage.

EXHIBIT B - Lease-Leaseback Agreement

Western Placer Unified School District

Portables Relocation Project
At Lincoln High School

The Parties hereby agree that the following items of work are not included in the Scope of Work for the Project:

N/A

EXHIBIT C – Lease-Leaseback Agreement

Western Placer Unified School District

Portables Relocation Project
At Lincoln High School

General Conditions

[ATTACHED]

EXHIBIT D- Lease-Leaseback Agreement

Western Placer Unified School District

Portables Relocation Project
At Lincoln High School

The Parties hereby agree that the following document is Contractor's calculation of the Total Sublease Amount.

[ATTACHED]

EXHIBIT E- Lease-Leaseback Agreement

Western Placer Unified School District

Portables Relocation Project
At Lincoln High School

SKILLED AND TRAINED WORKFORCE COMPLIANCE REPORT
(Education Code §17407.5)

[To be Signed and Submitted by Contractor to District on or Before the Fifth Business Day of Each Calendar Month During the Performance of the Project]

Owner: WESTERN PLACER UNIFIED SCHOOL DISTRICT

Project: PORTABLES RELOCATION PROJECT
LINCOLN HIGH SCHOOL
LINCOLN, PLACER COUNTY, CALIFORNIA

The undersigned declares:

I am the [TITLE] of BRCO Constructors, Inc., the CONTRACTOR on the Project identified above. I hereby certify that during the month of _____ [month], _____ [year], there were a total of _____ workers employed by Contractor and each of the subcontractors at every tier in an apprenticeable occupation, as defined in the Agreement between the Contractor and the Owner for this Project ("Agreement").

Of the total amount of workers employed in an apprenticeable occupation as stated above, _____ were apprentices registered in an apprenticeship program approved by the Department of Industrial Relations (DIR).

Of the total amount of workers employed in an apprenticeable occupation as stated above, _____ were skilled journeypersons, as defined in the Agreement. These consist of the following:

_____ of the skilled journeypersons identified above are graduates of an apprenticeship program approved by the DIR, or graduates of an apprenticeship program located outside of California, and approved for federal purposes.

_____ of the skilled journeypersons are not graduates of an approved apprenticeship program, but have at least as many hours of on-the-job experience as would be required to graduate from an apprenticeship program approved by the DIR in the applicable occupation. The percentage of skilled journeypersons fitting this description is 30% or less of the total number of skilled journeypersons employed on the Project during the present month.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2016, at [CITY], California.

[Name]

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Lease-Leaseback Agreement with
BRCO Constructors, Inc., for the Glen Edwards
Middle School Portable Classrooms Addition Project

AGENDA ITEM AREA:

Action

REQUESTED BY:

Michael Adell 
Director of Facilities

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Fund 25

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

Due to projected growth and a current lack of available classroom space at Glen Edwards Middle School, it will be necessary for the District to add one (1) double wide portable classroom building to create two (2) standard classrooms and associated site work at the site. On April 5, 2016, the Board authorized the purchase of the portable under a piggyback contract from Impact Construction Services, Inc. LPA Architects has provided the architectural, civil, and electrical engineering services for the project and the plans and specifications were approved by the Division of the State Architect.

BRCO Constructors, Inc., has been selected as the primary lease-leaseback entity to enter into negotiations and execute the Lease-Leaseback Agreement, Site Lease Agreement, Sublease Agreement, and other necessary documents in order to complete the Glen Edwards Middle School Portable Classrooms Addition project including, but not limited to, site preparations for the portable buildings, underground utilities connections, site demolition, grading, paving, and building signage. Negotiations of the Lease-Leaseback Agreement including a Guaranteed Maximum Sum of \$140,603.00, for the project are complete and are in order for execution by the District.

RECOMMENDATION:

Staff recommends the Board of Trustees approve the Lease-Leaseback Agreement with BRCO Constructors, Inc., for the Glen Edwards Middle School Portable Classroom Addition Project.

BRCO Constructors, Inc.				Job No.	TBD	
Glen Edwards Middle School				DSA No.	TBD	
Glen Edwards Middle School Portable Building Addition-2016				Date:	5/19/2016	
Section	Section Description	Subcontractor	Quantity	Unit	Unit Cost	Item Total
Division 1 - General Requirements						
	Portable Restroom		2	ea	250	\$500.00
	Temp Fence		300	lf	3	\$900.00
	Supervision		1	month	15000	\$15,000.00
	Survey	Centerpoint	1	LS	2500	\$2,500.00
	SWPPP, Erosion control, washout	BRCO	1	LS	1200	\$1,200.00
	Dumpster		1	ea	500	\$500.00
	Construction Water		1	LS	2500	\$2,500.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 1 Totals						\$23,100.00
Division 2 - Site Work						
			0		0	\$0.00
	Clear & Grub / Prep Building Pads	BRCO	1	LS	10,000	\$10,000.00
	Site water, sewer, and bacteria test	BRCO	1	LS	10,200	\$10,200.00
	Subgrade and baserock for concrete	BRCO	1	LS	4,500	\$4,500.00
			0	LS	0	\$0.00
			0	LS	0	\$0.00
			0	LS	0	\$0.00
			0	LS	0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 2 Totals						\$24,700.00
Division 3 - Concrete						
			0		0	\$0.00
	Site Concrete, rebar, and joint seal	West Coast Concrete	1	LS	4,200	\$4,200.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 3 Totals						\$4,200.00
Division 4 - Masonry						
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 4 Totals						\$0.00
Division 5 - Metals						
	Ramps by Impact		0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 5 Totals						\$0.00
Division 6 - Wood & Plastics						

BRCO Constructors, Inc.				Job No.		TBD
Glen Edwards Middle School				DSA No.		TBD
Glen Edwards Middle School Portable Building Addition-2016				Date:		5/19/2016
Section	Section Description	Subcontractor	Quantity	Unit	Unit Cost	Item Total
			0		0	\$0.00
	Install closure panels between portables	BRCO	1	LS	750	\$750.00
	Misc Blocking as shown	BRCO	1	LS	1,000	\$1,000.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 6 Totals						\$1,750.00
Division 7 - Sheet Metal & Grating						
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 7 Totals						\$0.00
Division 8 - Doors & Windows						
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 8 Totals						\$0.00
Division 9 - Finishes						
	Paint	James Harris	1	LS	6,700	\$6,700.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 9 Totals						\$6,700.00
Division 10 - Specialties						
	Fire Extinguishers	BRCO	1	LS	500	\$500.00
	Building signage	BRCO	1	LS	500	\$500.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 10 Totals						\$1,000.00
Division 11 - Equipment						
			0		0	\$0.00

BRCO Constructors, Inc.				Job No.		TBD
Glen Edwards Middle School				DSA No.		TBD
Glen Edwards Middle School Portable Building Addition-2016				Date:		5/19/2016
Section	Section Description	Subcontractor	Quantity	Unit	Unit Cost	Item Total
			0	LS	0	\$0.00
			0	LS	0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
			0		0	\$0.00
Division 16 Totals						\$52,470.00
Construction Cost Total						\$113,920
Bonds						\$3,413
0.005 Insurance - liability /Builders Risk						\$2,126
TOTAL						\$119,459
0.07 Overhead, Home Office Overhead, Profit						\$8,362
TOTAL						\$127,821
0.1 Contingency						\$12,782
Guaranteed Maximum Price (GMP)						\$140,603
Additional Cost: Preconstruction Services per Preliminary Agreement (not included in GMP)						\$0

LEASE-LEASEBACK AGREEMENT

Dated as of June 8, 2016

Between

Western Placer Unified School District

and

BRCO Constructors, Inc.

**Glen Edwards Middle School Portable
Classrooms Addition Project**

204 L Street, Lincoln, California 95648

LEASE-LEASEBACK AGREEMENT
Glen Edwards Middle School Portable Classrooms Addition Project

THIS LEASE-LEASEBACK AGREEMENT (this "Agreement") is entered into as of _____, 2016 between the Western Placer Unified School District, a California public school district (the "Owner"), and BRCO Constructors, Inc., a California [corporation] and licensed general contractor (the "Contractor"). Owner and Contractor are each a "Party" and together are the "Parties" to this Agreement.

The Owner intends to make certain improvements to its Portable Classrooms Addition (the "School Facilities") on the campus of its Glen Edwards Middle School, located at 204 L Street, Lincoln, CA 95648.

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.

The Owner intends to undertake certain tenant improvements, the scope of which is described generally in Article 1 and *Exhibit A* below, at the School Facilities (the "Project").

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.

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").

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.

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.

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.

Contractor is experienced in the 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.

The Owner and Contractor therefore agree as follows:

SC071533.DOC

- 1 -

Lease-Leaseback Agreement
Project
at _____ *School*

ARTICLE 1. 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:

**PORTABLE CLASSROOMS ADDITION PROJECT
AT GLEN EDWARDS MIDDLE SCHOOL
PLACER COUNTY, CALIFORNIA,**

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

LPA, INC., 431 I STREET, SUITE 107, SACRAMENTO, CA 95814, (916) 287-2400

and other contract documents relating to the Project.

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

Further, Contractor agrees to obtain third party financing if necessary from RiverCity Bank at an interest rate of 2% in order to construct the Project.

ARTICLE 2. 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 as *Exhibit C* (the "General Conditions"), the Site Lease, and the Sublease, together form the "Contract Documents," which form the "Contract."

ARTICLE 3. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract. Contractor shall complete its Work at the Site on or before August 12, 2016 ("Date for Completion").

Failure to complete the Project, or applicable phases of the Project, within the date(s) and in the manner provided for by the Contract Documents, shall subject the Contractor to liquidated damages for each calendar day by which such completion is delayed beyond the applicable Date for Completion. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed by the applicable Date for Completion 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 if completion is delayed include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the Parties agree that the following dollar figure shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project, or applicable parts

thereof, within the time specified: \$200.00, for each calendar day by which completion of the Project, or applicable parts thereof, is delayed beyond the Date for Completion as adjusted by change orders.

If the Contractor becomes liable under this Article, the Owner, in addition to all other remedies provided by law, shall have the right to withhold all retained percentages of payments and/or sublease payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this Article has been finally determined. If the retained percentages and withheld sublease payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, then 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 4. TOTAL SUBLEASE AMOUNT. The total amount set aside by the Owner for performance of all work required by the Contract for the Project shall be **\$140,603.00**, based upon the Scope of Work set forth in *Exhibits A* and *B* of this Agreement ("Total Sublease Amount"). Except as otherwise provided in the General Conditions, the Contractor shall assume the risk of all costs in excess of the Total Sublease Amount 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 an increase in the Total Sublease Amount or a time extension for completion, it must request it pursuant to the procedures in the General Conditions for change orders and claims.

The Contractor's cost breakdown of the Total Sublease Amount is attached (see *Exhibit D*) 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. 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 all elements described in Section 6 of the Sublease. The sum of the Sublease Payments shall not exceed the Total Sublease Amount established under this Article 4. Sublease Payments shall be in accordance with the Sublease.

To the extent that the Total Sublease Amount includes any amounts for contingencies or allowances, the use of such funds is entirely at the discretion, and only with the advanced written approval, of the Owner. At the completion of the Project, all such funds that are unspent and unencumbered shall remain the property of the Owner and Contractor shall have no claim to such funds.

ARTICLE 5. 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 6. TERM AND TERMINATION. The term of the Contract (the "Lease Term") begins on the date shown on page 1 above and automatically ends on October 14, 2016 after construction of the Project is complete or 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 at the same time as this Agreement, 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 7. PREVAILING WAGES. The Project is a public work, the Work shall be performed as a public work, and under California Labor Code Section 1770 *et seq.*, the Director of the California Department of Industrial Relations ("DIR") 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 DIR 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 Two Hundred Dollars (\$200.00) 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 Standards Enforcement of the DIR. Contractor and all subcontractors shall comply with Labor Code section 1776. In accordance with Labor Code section 1771.4(a)(1), the Project is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

As a public work, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In order to be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or enter into, or engage in the performance of any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code), a contractor or subcontractor must be currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code.

ARTICLE 8. WORKING HOURS. Under California Labor Code Sections 1810 to 1815, 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 9. APPRENTICES. The Contractor shall comply with California Labor Code Sections 1777.5 and 1777.6. 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 10. SKILLED AND TRAINED WORKFORCE. The Contractor shall comply with Education Code section 17407.5, which requires the Contractor and its subcontractors at every tier to employ a skilled and trained workforce, as defined herein, to perform all work on the Project that falls within an apprenticeable occupation in the building and construction trades.

For the purpose of this Article, the following definitions apply:

- A. "Apprenticeable occupation" means an occupation for which the Division of Apprenticeship Standards of the DIR had approved an apprenticeship program before January 1, 2014.
- B. "Skilled and trained workforce" means that all of the workers are either apprentices registered in an apprenticeship program approved by the DIR, or skilled journeypersons, with at least 30 percent of the skilled journeypersons employed on the Project in an apprenticeable occupation by Contractor or any of its subcontractors at every tier being graduates of an apprenticeship program for the applicable occupation that was either approved by the DIR or was located outside of California and approved for federal purposes.
- C. "Skilled journeyperson" means any of the following: (i) a person who has graduated from an apprenticeship program approved by the DIR, (ii) a person who has graduated from an apprenticeship program located outside of California and approved for federal purposes in accordance with regulations adopted by the federal Secretary of Labor, or (iii) a person

who has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program approved by the DIR.

Contractor shall provide monthly compliance reports to the Owner while the Project is being performed, using the format attached hereto as *Exhibit E*, or in a substantially similar format, demonstrating compliance with this Article. Such monthly compliance reports shall be subject to the California Public Records Act (commencing with Government Code section 6250), and shall be open to public inspection.

If Contractor fails to comply with this Article then Owner, at its sole discretion, may terminate the Agreement pursuant to Article 14 of the General Conditions, in addition to any other rights or remedies provided to Owner in the Contract Documents. Notwithstanding any other provision of the Agreement or the General Conditions, if Contractor fails to provide any required monthly compliance report pursuant to this Article on or before the last business day of each month while the Project is being performed, Owner shall immediately cease making payments to Contractor that would otherwise be due and payable under the terms of this Agreement, until any and all monthly compliance reports for any preceding month have been submitted to the Owner.

ARTICLE 11. DSA OVERSIGHT PROCESS. The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Inspector of Record ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful actions or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE 12. SELECTION OF SUBCONTRACTORS. Contractor shall conduct a competitive process for the selection of subcontractors for construction of the Project. In the interest of minimizing the expenditure of funds for the construction of the Project, the Contractor agrees to select appropriately licensed subcontractors for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from subcontractors pursuant to the competitive bid procedures set forth in the Public Contract Code, including the specific provisions of Public Contract Code section 20110 *et seq.*, or that it will utilize an informal bidding process established by the Contractor and approved in advance by Owner. If Contractor chooses to select subcontractors pursuant to an informal bidding process, unless the Parties otherwise agree in writing, on a trade by trade basis, Contractor's procedure shall include, at a minimum, publication of a notice calling for bids for each trade component of the Project once a week for two weeks in customary trade publications. Further, unless the Parties otherwise agree in writing, on a trade by trade basis, Contractor shall make every reasonable effort to ensure that it receives at least three competitive bids from subcontractors for each trade component of the Project (including each trade component that Contractor proposes to undertake with its own forces, unless

Owner directs otherwise). Contractor shall inform all bidders that the Owner will not be a party to any contracts for construction services executed by the Contractor and selected bidders. However, the Owner reserves the right to oversee the bidding process, and in no case will the Contractor award any subcontracts until the Owner has concurred with the selection, scope, and price of the subcontracted services. Contractor shall submit a listing of proposed subcontractors with associated breakdown of bid values to the Owner for the Owner's review. In addition, at the Owner's request, Contractor shall provide the Owner with full documentation regarding the bids or competitive quotes received by the Contractor. In no event shall such documentation be redacted or obliterated. If Contractor does not comply with this provision, the Owner may terminate this Agreement. Following Owner's concurrence with the selection, scope, and price of subcontracted services, Contractor shall not make any changes in same without Owner's express written approval of the proposed changes, which approval shall be in Owner's sole discretion. Owner reserves the right to terminate this Agreement if Contractor does not comply with this provision.

ARTICLE 13. PREQUALIFICATION OF CONTRACTOR AND CERTAIN SUBCONTRACTORS.

Owner has determined that the Project is subject to the requirements of Public Contract Code section 20111.6. Accordingly, the Owner has required that Contractor and all electrical, mechanical, and plumbing subcontractors to be utilized on the Project complete and submit to the Owner a standardized prequalification questionnaire and financial statement. The questionnaire and financial statement has been verified under oath by the prequalification applicants in the manner in which civil pleadings in civil actions are verified. The questionnaires and financial statements are not public records and are not open to public inspection.

The Owner has adopted and applied a uniform system of rating the prequalification applicants on the basis of the completed questionnaires and financial statements. The questionnaire and financial statement, and the uniform system of rating applicants cover, at a minimum, the issues covered by the standardized questionnaire and model guidelines for rating bidders developed by the DIR pursuant to Public Contract Code section 20101(a).

If the Project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, then a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors has been or will be made available by the Owner to all bidders at least five business days prior to the dates fixed for the receiving and opening of bids on the Project.

In addition, each prospective contractor and electrical, mechanical, and plumbing subcontractor on the Project has been furnished by the Owner with a standardized proposal form that, when completed and executed, has been or will be submitted as his or her bid. Bids not presented on the forms so furnished shall be disregarded. A proposal form has not and will not be accepted from any person or other entity that is required to submit a completed questionnaire and financial statement for prequalification or from any person or other entity that uses a subcontractor that is required to submit a completed questionnaire and financial statement for prequalification, but has not done so at least 10 business days prior to the date fixed for the receiving and opening of bids on the Project or has not been prequalified for at least five business days prior to that date.

For purposes of this Article, electrical, mechanical, and plumbing subcontractors are contractors licensed pursuant to Section 7058 of the California Business and Professions Code, specifically contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses, pursuant to regulations of the Contractors' State License Board.

ARTICLE 14. INDEMNIFICATION, INSURANCE, AND BONDS. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

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

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

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

ARTICLE 15. 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 California Code of Civil Procedure section 1856.

ARTICLE 16. 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 17. 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 18. 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 19. SEVERABILITY. If a court of competent jurisdiction shall hold any provision of the Contract invalid or unenforceable, then such holding shall not invalidate or render unenforceable any other provision hereof. The laws of the State of California shall govern the Contract. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Placer, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE 20. 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 Owner's Governing Board.

ARTICLE 21. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any 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 22. 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 23. TERMS NOT DEFINED. Capitalized terms used in this Agreement that are not otherwise defined have the same meaning as in the General Conditions.

ARTICLE 24. PARTIES BOUND BY AGREEMENT. Each person signing this Agreement below warrants and guarantees that he or she is legally authorized to execute this Agreement on behalf of the listed Party and that such execution binds that Party to the terms and conditions of this Agreement.

* * * * *

CONTRACTOR:

**BRCO Constructors, Inc.,
a California Corporation**

BY: _____

TITLE: President

OWNER:

Western Placer Unified School District

BY: _____

TITLE: Assistant Superintendent

BY:

TITLE: [Corporate Secretary]

CALIFORNIA CONTRACTOR'S
LICENSE NO.

LICENSE EXPIRATION DATE

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

Portable Classrooms Addition Project
At Glen Edwards Middle School

The Total Sublease Amount is based on the plans, specifications, drawings, and design packages prepared by **LPA, Inc.**, architects for the Owner. The detailed Scope of Work is set forth in said plans, specifications, drawings, and design packages approved by the Division of State Architect as Application No. 02-115080, which are incorporated herein by this reference. Specifically, the Scope of Work includes, but is not limited to, the following: site preparations for the portable building, underground utilities, connections, site demolition, grading, paving, low voltage systems, and building signage.

EXHIBIT B - Lease-Leaseback Agreement

Western Placer Unified School District

Portable Classrooms Addition Project
At Glen Edwards Middle School

The Parties hereby agree that the following items of work are not included in the Scope of Work for the Project:

Purchase of the Portable Classrooms Building and Ramps

EXHIBIT C – Lease-Leaseback Agreement

Western Placer Unified School District

Portable Classrooms Addition Project
At Glen Edwards Middle School

General Conditions

[ATTACHED]

EXHIBIT D- Lease-Leaseback Agreement

Western Placer Unified School District

Portable Classrooms Addition Project
At Glen Edwards Middle School

The Parties hereby agree that the following document is Contractor's calculation of the Total Sublease Amount.

[ATTACHED]

EXHIBIT E- Lease-Leaseback Agreement

Western Placer Unified School District

Portable Classrooms Addition Project
At Glen Edwards Middle School

SKILLED AND TRAINED WORKFORCE COMPLIANCE REPORT
(Education Code §17407.5)

[To be Signed and Submitted by Contractor to District on or Before the Fifth Business Day of Each Calendar Month During the Performance of the Project]

Owner: WESTERN PLACER UNIFIED SCHOOL DISTRICT

Project: PORTABLE CLASSROOMS ADDITION PROJECT
GLEN EDWARDS MIDDLE SCHOOL
LINCOLN, PLACER COUNTY, CALIFORNIA

The undersigned declares:

I am the [TITLE] of BRCO Constructors, Inc., the CONTRACTOR on the Project identified above. I hereby certify that during the month of _____ [month], _____ [year], there were a total of _____ workers employed by Contractor and each of the subcontractors at every tier in an apprenticeable occupation, as defined in the Agreement between the Contractor and the Owner for this Project ("Agreement").

Of the total amount of workers employed in an apprenticeable occupation as stated above, _____ were apprentices registered in an apprenticeship program approved by the Department of Industrial Relations (DIR).

Of the total amount of workers employed in an apprenticeable occupation as stated above, _____ were skilled journeypersons, as defined in the Agreement. These consist of the following:

_____ of the skilled journeypersons identified above are graduates of an apprenticeship program approved by the DIR, or graduates of an apprenticeship program located outside of California, and approved for federal purposes.

_____ of the skilled journeypersons are not graduates of an approved apprenticeship program, but have at least as many hours of on-the-job experience as would be required to graduate from an apprenticeship program approved by the DIR in the applicable occupation. The percentage of skilled journeypersons fitting this description is 30% or less of the total number of skilled journeypersons employed on the Project during the present month.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2016, at [CITY], California.

[Name]

**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 Job Description
for Secretary: Supplemental Programs &
Accountability

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

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

ENCLOSURES:

Proposed Job Description for
Secretary: Supplemental Programs &
Accountability

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Supplemental

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

As a part of the ongoing review of District needs, programs, and staffing by the District there exists a need to approve a job description for a classified Secretary: Supplemental Programs & Accountability in order to establish the job requirements. This job description will go into effect following Board approval and aligns with our Local Control Accountability Plan (LCAP).

RECOMMENDATION:

Approve the attached job description for Secretary: Supplemental Programs & Accountability

Western Placer Unified School District

POSITION DESCRIPTION

Position Title: **Secretary, Supplemental Programs & Accountability**
Department: District Office - Educational Services
Reports to: Director of Supplemental Programs & Accountability

SUMMARY:

Provides Student Information Systems support and guidance. Updates and maintains student records. Distributes information and provides assistance to personnel on behalf of Educational Services. Assists with all mandated student testing. Compiles data for local/state/federal reporting.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- * Provides first-level Student Information Systems support to district and school site staff in a professional manner
- * Inputs district-level information into Student Information Systems and monitors schools' data to ensure all data is accurate and timely
- * Provides technical support in the development and maintenance of master schedules, insures report card and transcript accuracy, and maintains course tables
- * Maintains current and extensive knowledge of updates and changes to Student Information Systems and has the ability to provide users clear and concise information related to those changes
- * Functions as a resource to district personnel on school site office procedures as related to Student Information Systems
- * Designs and implements custom reports to address user requests and maximize system support
- * Assists in the preparation of state and federal mandated reports
- * Assists in maintaining online and paper files to insure compliance with all federal programs
- * Maintains confidentiality of student information
- * Assists with all mandated student testing, including ordering, organizing, and managing test materials (i.e. –SBAC, CST, CAA, CELDT/ELPAC)
- * Assists with training personnel on Student Information Systems, in addition to developing processes and procedures related to using such systems
- * Assists with set-up and clean-up for Educational Services professional development activities
- * Directly responsible for preparing, processing, and maintaining both paper and digital versions of district's English Learner files
- * Gives information and assistance to other personnel regarding Educational Services policies, procedures, materials ordering, form completion and submission, schedules, and events
- * Distributes English Learner materials and information to staff, students, and parents in a timely manner
- * Works with Parent/Community/School Liaisons and English Learner TOSAs to prepare a variety of parent materials in Spanish and English
- * Works with Parent/Community/School Liaisons and English Learner TOSAs to provide necessary information to English Learner parents

- * Completes, processes, reviews and verifies forms, reports, records and other material for accuracy and conformity
- * Compiles statistical data, conducts routine financial transactions, and maintains fiscal accounts or records
- * Converses with and furnishes information to outside agencies, principals, and other personnel throughout the district at all levels and with the public in general
- * Assists other personnel for the purpose of supporting them in the completion of their work activities
- * Performs special projects and other related duties as assigned

QUALIFICATIONS:

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

EDUCATION and/or EXPERIENCE

Required: High school diploma or general education degree (GED). Minimum of 3 years school site or district clerical experience.

Desired: Prior experience with master scheduling. Prior experience with maintaining student records in Student Information Systems. Prior experience with student cumulative records, including maintenance of student transcripts.

OTHER SKILLS and ABILITIES:

Extensive knowledge of all aspects of district software and web-based programs, including Student Information Systems (i.e. - CALPADS, PowerSchool, AERIES, Illuminate, and Schoology). Ability to gather, collate, and/or classify data. Ability to read and decipher technical information. Ability to facilitate group discussions and/or trainings. Ability to communicate technical information effectively to non-technical audiences.

Ability to follow directions accurately, typing, knowledge of business English, vocabulary, punctuation and grammar, filing methods, office machines, ability to meet the public and maintain effective working relationships with children and adults. Knowledge of computer procedures and word processing.

LANGUAGE SKILLS:

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

Desired: Bilingual in Spanish

MATHEMATICAL SKILLS

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

REASONING ABILITY:

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

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is regularly required to stand, walk, and sit. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee occasionally will lift and/or push up to 50 lbs. Specific vision abilities required by this job include close vision, distance vision, and depth perception.

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 work environment is usually moderate.

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 arranged.

**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 Job Description
for Parent/School/Community Liaison

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

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



ENCLOSURES:

Proposed Job Description for
Parent/School/Community Liaison

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Supplemental

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

As a part of the ongoing review of District needs, programs, and staffing by the District there exists a need to approve a job description for a classified Parent/School/Community Liaison, in order to establish the job requirements. This job description will go into effect following Board approval and aligns with our Local Control Accountability Plan (LCAP).

RECOMMENDATION:

Approve the attached job description for Parent/School/Community Liaison

Western Placer Unified School District

POSITION DESCRIPTION

Position Title: **Parent/School/Community Liaison**

Department: School Site/Administrative Office

Reports to: Site Administrator(s)

SUMMARY:

Communicates with parents and teachers to help promote academic progress. Ensures successful communication between the school and home. Establishes relationships with community organizations. Acts as a resource for non-English speaking families. Must be able to read, write and speak the predominant second language of the school sites for which he/she is assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- * Acts as a resource for non-English speaking families, providing information, resources and listening to concerns.
- * Assists parents with the completion of school documents (i.e., registration packets) to facilitate the exchange of accurate information between school and home.
- * Communicates in person and on the phone with parents; makes home visits, as needed.
- * Assists in two-way communication between teachers and parents regarding students' academic and social progress.
- * Participates in parent/teacher/student meetings (i.e., student study team, IEPs, discipline conferences). Serves as an interpreter in parent/teacher/student meetings when needed.
- * Assists with maintaining a variety of records (i.e., parent contacts, student academic progress, referrals to community agencies)
- * Plans and participates in workshops, meetings, community events, etc. to receive and/or present information related to family and child support services.
- * Establishes relationships with community organizations that provide resources and support to families.
- * Provides information to parents on community resources.
- * Recruits parent volunteers to assist with a variety of school activities.
- * Participates and plays a lead role in the district's and/or schools' English Language Advisory Committees (DELAC/ELAC)
- * Participates in a variety of collaboration meetings with other personnel to consolidate and strengthen supports for students and families.
- * Provides guidance, support and resources for parents for the purpose of improving student attendance.
- * Performs other related duties as assigned.

QUALIFICATIONS:

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

EDUCATION/EXPERIENCE:

Required: High school diploma or general education degree (GED).

Desired: Knowledge of word processing and computer procedures.

CERTIFICATES AND LICENSES:

Valid California automobile driver's license and evidence of insurability.

OTHER SKILLS and ABILITIES:

Ability to follow oral and written directions and take initiative. Ability to communicate with diverse groups. Utilize customer service skills, displaying tact and courtesy in all situations. Establish and maintain effective working relationships.

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

LANGUAGE SKILLS:

Read, write and speak Spanish

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

REASONING ABILITY:

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

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to stand, walk, and sit. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee occasionally will lift and/or push up to 25 lbs. Specific vision abilities required by this job include close vision, distance vision, and depth perception. 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.

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 work environment is usually moderate to loud.

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.

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

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

DISTRICT GLOBAL GOALS

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


SUBJECT:

Approval of Adjustment to Salary
Schedule for Classified Employees

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

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

ENCLOSURES:

Revised Salary Schedule for:
Classified Employees

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

The salary ranges for the proposed Secretary: Supplemental Programs and Accountability and Parent/School/Community Liaison positions have been added to the enclosed and revised salary schedule.

RECOMMENDATION:

Administration recommends the Board of Trustees approve the revised Classified Salary Schedule.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

CLASSIFIED SALARY SCHEDULE 2015 - 2016

Range Cafeteria

14	Cafeteria Site Cashier
16	Central Kitchen Assistant
20	Central Kitchen Lead
23	Child Nutritional Clerk
12	Food Service Assistant
16	Food Service Lead
20	Middle School Cafeteria Lead
23	High School Cafeteria Lead

Range Clerical

28	Accounting Technician II
17	Adult School Account Clerk
24	Alternative Education Secretary
22	Assistant Principal Secretary
16	Bilingual School Clerk
22	Counselor Secretary
24	Department Secretary
22	District ELD & Intervention Program Secretary
20	District Office Clerk
23	District Receptionist Clerk
42	Facilities Planner
26	Facilities Support Clerk, Grant Funded
15	Grant Funded Bilingual Clerk
14	Grant Funded Clerk
14	Grant Funded Support Services Clerk
18	Grant Funded Transition Support Provider
20	Health Clerk
22	Preschool Clerk
24	Registrar/Student Data Manager
20	School Office Clerk II
22	School Office Clerk III
24	School Secretary I (K-5)
25	School Secretary II (6-12)
22	Special Education Clerk
28	Special Education Secretary, Secretary: Supplemental Prog.

Range Education

13	Campus Monitor
13	Campus/Cafeteria Supervisor
17	Computer Laboratory Technician
21	High School Library Technician
14	Infant/Toddler Paraprofessional
15	Instructional Aide
16	Instructional Aide-Bilingual/ESL
17	Instructional Aide-Special Education
25	Interpreter - Oral (<i>Paid on Step A only</i>)
25	Interpreter- Deaf & Hard of Hearing
20	Intervention Services Provider
19	Library Technician
32	Licensed Vocational Nurse
28	LVN/Paraprofessional, Specialized Phys Hlth Care
28	Occupational Therapist Assistant I
17	Paraprofessional, Specialized Physical Health Care
25	Parent/School/Community Liaison
15	Preschool Instructional Aide
24	Preschool Instructor
28	Speech-Language Pathology Assistant
33	Translator - Written (<i>Paid on Step A only</i>)

Range Transportation & Maintenance

33	Assistant Mechanic
24	Bus Driver, Special Needs
22	Custodian/Groundsman
37	Dispatcher/Driver Trainer
33	District Maintenance Worker
24	Grounds Maintenance Worker
26	Lead Custodian
24	Maintenance/Custodian
42	Mechanic

Range Technology

33	District & Site Support Tech
45	Network Administrator
45	Technology Data Specialist
33	CALPADS Coord/Tech Proj Tech/Tech Sup Tech I
36	Technology Support Tech II

RANGE	Step A	Step B	Step C	Step D	Step E
1	10.68	11.17	11.73	12.29	12.90
2	10.92	11.47	11.98	12.58	13.20
3	11.17	11.73	12.29	12.90	13.50
4	11.47	11.98	12.58	13.20	13.84
5	11.73	12.29	12.90	13.50	14.19
6	11.98	12.58	13.20	13.84	14.49
7	12.29	12.90	13.50	14.19	14.85
8	12.58	13.20	13.84	14.49	15.20
9	12.90	13.50	14.19	14.85	15.57
10	13.20	13.84	14.49	15.20	15.92
11	13.50	14.19	14.85	15.57	16.34
12	13.84	14.49	15.20	15.92	16.72
13	14.19	14.85	15.57	16.34	17.15
14	14.49	15.20	15.92	16.72	17.56
15	14.85	15.57	16.34	17.15	17.95
16	15.20	15.92	16.72	17.56	18.38
17	15.57	16.34	17.15	17.95	18.86
18	15.92	16.72	17.56	18.38	19.33
19	16.34	17.15	17.95	18.86	19.77
20	16.72	17.56	18.38	19.33	20.26
21	17.15	17.95	18.86	19.77	20.76
22	17.54	18.38	19.33	20.26	21.26
23	17.95	18.86	19.77	20.76	21.78
24	18.38	19.33	20.26	21.26	22.28
25	18.86	19.77	20.76	21.78	22.84
26	19.33	20.26	21.26	22.28	23.39
27	19.77	20.76	21.78	22.84	23.97
28	20.26	21.26	22.28	23.39	24.58
29	20.76	21.78	22.84	23.97	25.16
30	21.26	22.28	23.39	24.58	25.79
31	21.78	22.84	23.97	25.16	26.42
32	22.28	23.39	24.58	25.79	27.07
33	22.84	23.97	25.16	26.42	27.72
34	23.39	24.58	25.79	27.07	28.42
35	23.97	25.16	26.42	27.72	29.12
36	24.58	25.79	27.07	28.42	29.84
37	25.16	26.42	27.72	29.12	30.57
38	25.79	27.07	28.42	29.84	31.34
39	26.42	27.72	29.12	30.57	32.12
40	27.07	28.42	29.84	31.34	32.88
41	27.72	29.12	30.57	32.12	33.72
42	28.42	29.84	31.34	32.88	34.51
43	29.12	30.57	32.12	33.72	35.36
44	29.84	31.34	32.88	34.51	36.23
45	30.57	32.12	33.72	35.36	37.14
46	31.34	32.88	34.51	36.23	38.05
47	32.12	33.72	35.36	37.14	39.00
48	32.88	34.51	36.23	38.05	39.97
49	33.72	35.36	37.14	39.00	40.97
50	34.51	36.23	38.05	39.97	41.99

0% added to to the 2007 - 2008 schedule

REVISED 7/1/09 - 3% added to the 2008- 2009 schedule

Effective 7/1/11 - 2011/12 Calendar reduced by 4 furlough days per MOU dated 3/30/11

Effective 7/1/12 - 2012/13 Calendar reduced by 8 furlough days per MOU dated 4/5/12

Effective 7/1/13 - 2012/13 Calendar reduced by 2 furlough days

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

Effective 7/1/15 - 3.75% added to the 2015-2016 salary schedule, retro to 3/1/15

Effective 3/15/16 = 4% added to the 2015-2016 salary schedule, retro to 1/1/16

Longevity: 2.5% salary increase for 10 years of service and 2.5% for each additional 5 years of completed service.

Retiree Benefits: After 15 years of service, 3,600 for a maximum of five (5) consecutive years or to age 65 or \$6,000 per year for a maximum of three (3) consecutive years or until age 65.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

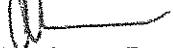
SUBJECT:

2016-17 Budget Assumptions and Proposed
Budget for General Fund and Other Funds

AGENDA ITEM AREA:

Information

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent - Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund / Other Funds

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

District staff has prepared the 2016-17 Proposed Budget documents for Board adoption at the June 21, 2016, Board of Trustees meeting. The most recent State's May Revision Budget has an impact on our 2016-17 budget assumptions along with multi-year projections. Enclosed are the 2016-17 Budget Assumptions and Proposed Budget for the General Fund and Other Funds for Board review and input.

RECOMMENDATION:

Board of Trustees review the 2016-17 Budget Assumptions and Proposed Budget for the General Fund and Other Funds and provide input.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING

Per California Education Code 42127, on or before July 1 of each year, the governing Board of each school district shall adopt the budget for the subsequent fiscal year. The 2016-17 budget will be presented to the Board of Trustees for approval on June 21, 2016.

The 2016-17 budget assumptions are used to prepare the 2016-17 Budget and multi-year projections for 2017-18 and 2018-19 fiscal years. Placer County Office of Education (PCOE) provides districts with a Common Message letter outlining basic assumptions for the Second Interim Budget. PCOE has recommended that each district use State Dept. of Finance (DOF) gap funding percentages as estimated by DOF and provided in the Fiscal Crisis and Management Assistance Team (FCMAT) LCFF Calculator. Additionally, PCOE is recommending the district incorporate projection information from FCMAT and School Services of California (SSC) Dartboard for specific budget circumstances for our individual district. Every district receives differing amounts of revenue through the LCFF funding model and has its own particular set of financial risk factors. It is important all districts continue to assess their individual situations and plan accordingly to maintain fiscal solvency. The budget also reflects the most recent State's 2016-17 May Revise proposals and recent 2015-16 salary negotiation settlements.

GENERAL FUND BUDGET ASSUMPTIONS:

The following budget assumptions will be used for the 2016-17 Proposed Budget:

REVENUES AND EXPENDITURES:

District assumptions for the 2016-17 budget year and future multi-years are conservative with projected LCFF GAP funding estimates at May Revise and the DOF estimates, projected COLAs, an increase in projected enrollment growth of 67 students in 2016-17 with an ADA percentage yield down to 95.8% in 2016-17.

	15/16 Estimated Actuals	16/17 Proposed Budget	17/18 Projection	18/19 Projection	
EVENUE					
Enrollment	6,745	6,812	6,881	6,949	Based on 15/16 Actual Enrollment and Projections
ADA Yield	96.2%	95.8%	95.8%	95.8%	Based on Historical Rates
ADA	6,509	6,546	6,612	6,678	Enrollment X ADA Yield
% Increase (Decrease) Enrollment	0.7%	1.0%	1.0%	1.0%	Based on Historical Rates
# Increase (Decrease) Enrollment	46	67	68	69	
Statutory COLA %	1.02%	0.00%	1.11%	2.42%	Per SSC Dartboard May Revision
LCFF Entitlement Factors:					
Base Grant with COLA Grades K-3	\$7,083	\$7,083	\$7,162	\$7,335	Per LCFF Calculator
Base Grant with COLA Grades 4-6	\$7,189	\$7,189	\$7,269	\$7,445	Per LCFF Calculator
Base Grant with COLA Grades 7-8	\$7,403	\$7,403	\$7,485	\$7,666	Per LCFF Calculator
Base Grant with COLA Grades 9-12	\$8,578	\$8,578	\$8,673	\$8,883	Per LCFF Calculator
Grade Span Funding (K-3 CSR & 9-12)	\$737	\$737	\$745	\$763	Per LCFF Calculator
Supplemental Grants (% Adj. Base)	20%	20%	20%	20%	Per LCFF Calculator
Concentration Grants	50%	50%	50%	50%	Per LCFF Calculator
Concentration Grant Threshold	55%	55%	55%	55%	Per LCFF Calculator
LCFF Gap Closed Percentage	52.20%	54.84%	73.96%	41.22%	Per LCFF Calculator
LCFF Entitlement per ADA	7,702	8,121	8,437	8,564	Per LCFF Calculator
LCFF Funding	50,130,476	53,164,699	55,779,659	57,183,836	Per LCFF Calculator
Property Tax change	3.00%	3.00%	3.00%	3.00%	County Taxes Report/3-Yr Average
Est. Property Taxes	42,234,914	43,501,961	44,807,020	46,151,230	Actuals/3-Yr Average
State LCFF Supplemental Funds	2,425,675	3,229,415	3,669,256	3,716,842	Per LCFF Calculator
Federal Revenue	0%	0%	0%	0%	Per PCOE Common Message
Categorical COLA	1.02%	0.00%	1.11%	2.42%	Per SSC Dartboard May Revision
Lottery Unrestricted/ADA	\$140.00	\$140.00	\$140.00	\$140.00	Per SSC Dartboard May Revision
Lottery Restricted/ADA	\$41.00	\$41.00	\$41.00	\$41.00	Per SSC Dartboard May Revision

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING

	15/16 Estimated Actuals	16/17 Proposed Budget	17/18 Projection	18/19 Projection	
EXPENDITURES					
Certificated New Positions - FTE	13.2	10.1	2.0	2.0	
Estimated Retirements - FTE	15.0	0.0	0.0	0.0	PARS in 2015/16
Reductions in Staffing - FTE	0.0	0.0	0.0	0.0	
Staffing Ratios:					
Kindergarten	25:1	25:1	25:1	25:1	Per Contract
1-3	31:1	31:1	31:1	31:1	Per Contract
4-5	31:1	31:1	31:1	31:1	Per Contract
6-8	32:1	32:1	32:1	32:1	Per Contract
9-12	32:1	32:1	32:1	32:1	Per Contract
Certificated Step/Column	2.10%	1.93%	1.93%	1.93%	
Classified New Positions - FTE	4.0	4.6	0.0	0.0	
Estimated Retirements - FTE	3.75	0.0	0.0	0.0	PARS in 2015/16
Reductions in Staffing - FTE	0.0	0.0	0.0	0.0	
Classified Step/Column	1.00%	1.00%	1.00%	1.00%	
Health Benefits	0.0%	0.0%	0.0%	0.0%	Contribution Capped
CalPERS Employer Rate	11.847%	13.888%	15.50%	17.10%	Per SSC Dartboard (projected)
CalSTRS Employer Rate	10.73%	12.58%	14.43%	16.28%	Per SSC Dartboard (projected)
Budget Reductions	-	-	-	-	
Transfers Out	248,360	273,360	273,360	23,360	\$250,000 per Year to Fund 17
Designated for Economic Uncertainty	3%	3%	3%	3%	
Deferred Maintenance Reserve	432,562	432,562	782,562	1,132,562	Reserved for Roofing Needs
New High School Start-Up Reserve	-	250,000	500,000	750,000	Reserved for New High School
Site Allocations:					
Elementary	47.00	47.00	47.00	47.00	Full Allocation - 15/16
Middle School	58.50	58.50	58.50	58.50	Full Allocation - 15/16
High School	83.75	83.75	83.75	83.75	Full Allocation - 15/16
Lottery per teacher	500.00	500.00	500.00	500.00	

Expenditures assumptions also include the budget enhancements to restore specific classified and certificated management positions into the 2016-17 budget totaling approximately \$378,000. Unrestricted general funds were used for these budget items.

2016-17 Budget Staffing Enhancements/Restorations – Unrestricted General Fund (Approximate Cost)

Library Clerk Additional Hours at School Sites (9.5 hours total)	\$ 60,000
Health Clerk staffing at all School Sites (22 hours total)	88,000
Vice Principal (1.0 FTE Lincoln High School)	120,000
Additional Tech Support Technician (1 FTE)	64,000
Increased Hours – Special Education Clerk and Account Technician I (total 5 hours)	46,000
Total Additional Staffing Enhancements / Restorations 2016-17	\$ 378,000

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING

The 2016-17 Proposed Budget also includes the LCFF Supplemental Funds budget that has been reviewed by the District LCAP Committee. Negotiations have been completed for the 2015-16 school year with all bargaining units, management, contract and confidential employees and are included in the 2015-16 Estimated Actuals Budget and 2016-17 Proposed Budget.

GOVERNOR'S MAY BUDGET REVISION

Local Control Funding Formula

The January Budget proposed \$2.8 billion for continued implementation of the Local Control Funding Formula (LCFF). The May Revision provides another \$154 million, for a total of \$2.98 billion of additional Proposition 98 revenues flowing to schools. New funding is estimated to close the gap between 2015-16 funding levels and LCFF full implementation targets by 54.84% in 2016-17. The Governor continues to keep his commitment to local control, the Control Funding Formula, and the Local Control and Accountability Plan (LCAP). As preferred by nearly every education organization, the lion's share of the increased funding goes straight to the LCFF. The 2016-17 COLA was reduced from the January proposal of 0.47% to 0.00% at May Revision.

Discretionary Funds – One-Time

In January, the Governor's Budget proposal included more than \$1.28 billion in fully discretionary one-time Proposition 98 funding for school districts, charter schools, and COEs, equivalent to \$214 per ADA. The May Revision adds \$2.4 billion to total more than \$3.5 billion in total discretionary funding, equivalent to \$237 per ADA. The discretionary funds may be used for any educational purpose. The Governor suggest the one-time funds may be used to support Content standards implementation, technology, professional development, induction programs for beginning teachers, and deferred maintenance. This is not a mandate and the funds can be used for any one-time purpose.

Other State Programs

Pupil transportation and Targeted Instructional Improvement Grants will continue as separate add-ons to the LCFF allocations, which do not receive a COLA. Categorical programs, such as Child Nutrition and Special Education, remain outside of the new formula and are proposed to also not receive a COLA.

CalSTRS and CalPERS Employer Contributions

STRS employer rates are increasing to 12.58% in 2016-17, up from 10.73% in 2015-16. No specific state funds are provided for this cost increase. Under current law, once the statutory rates are achieved, CalSTRS will have the authority to marginally increase or decrease the employer contribution rate. The employer contribution to CalPERS is proposed to increase to 13.888% in 2016-17 from 11.847% in 2015-16. No specific state funds are provided for this cost increase.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING

FUND BALANCE RESERVES

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum Reserve Standard for Economic Uncertainties for each fiscal year identified in the budget. Below are the details of those unassigned funds that are reserved for specific district needs:

	Estimated Actuals	Preliminary Budget
	2015-16 Combined	2016-17 Combined
<u>Components of Ending Fund Balance</u>		
<u>Nonspendable:</u>		
Reserve - Revolving Fund	5,000	5,000
<u>Restricted:</u>		
Reserve - Designated Programs	111,125	111,125
<u>Unassigned/Unappropriated:</u>		
Reserve - Economic Uncertainty @ 3%	2,143,506	2,047,230
Reserve - Deferred Maintenance Reserve	432,562	432,562
Reserve - Charter Technical Assistance	145,231	163,443
Reserve - Special Education Support Program	0	0
Reserve - GAP Funding Contingency - Subsequent Budget Year	944,258	743,919
Reserve- New High School Start-Up Costs	0	250,000
Reserve - Unassigned Economic Uncertainty surplus/(deficit)	2,986,029	1,497,114
Total Ending Fund Balance	6,767,711	5,250,393

2016-17 Proposed Budget for the General Fund and Other Funds

The 2016-17 Proposed Budget for the General Fund and Other Funds are presented in the following pages and display the 2015-16 Estimated Actuals Budget as well as the 2016-17 Proposed Budget.

A	REVENUES	Object	2015-16 Estimated Actuals			2016-17 Budget			% Diff C & F
			(A) Unrestricted	(B) Restricted	(C) = (A) + (B) Total	(D) Unrestricted	(E) Restricted	(F) = (D) + (E) Total	
1	LCFF Sources	8010-8099	51,130,014	833,230	51,963,244	53,164,699	903,154	54,067,853	4.1%
2	Federal Revenue	8100-8299	2,624	2,526,787	2,529,411	2,624	2,278,885	2,281,509	-9.8%
3	Other State Revenue	8300-8599	4,578,488	7,000,931	11,579,419	2,703,153	4,242,677	6,945,830	-40.0%
4	Other Local Revenue	8600-8799	1,431,179	2,656,149	4,087,328	1,024,197	2,404,293	3,428,490	-16.1%
5	TOTAL REVENUES		57,142,305	13,017,097	70,159,402	56,894,673	9,829,009	66,723,682	-4.9%
B	EXPENDITURES								
1	Certificated salaries	1000-1999	24,158,553	4,841,431	28,999,984	25,749,867	4,873,801	30,623,668	5.6%
2	Classified salaries	2000-2999	5,323,622	2,982,246	8,305,868	5,617,300	3,142,104	8,759,404	5.5%
3	Employee Benefits	3000-3999	9,713,229	4,604,554	14,317,783	10,667,282	5,137,323	15,804,605	10.4%
4	Books & Supplies Services & Other	4000-4999	4,675,244	1,769,679	6,444,923	3,382,018	1,259,646	4,641,664	-28.0%
5	Operating Expenditures	5000-5999	4,826,502	3,041,795	7,868,297	3,574,904	1,730,028	5,304,932	-32.6%
6	Capital Outlay	6000-6999	515,616	2,735,191	3,250,807	276,100	714,225	990,325	-69.5%
		7100-7299							
7	Other Outgo	7400-7499	2,073,612	18,431	2,092,043	1,898,681	19,000	1,917,681	-8.3%
8	Indirect Costs	7300-7399	(715,738)	637,889	(77,849)	(671,243)	596,604	(74,639)	-4.1%
9	TOTAL EXPENDITURES		50,570,640	20,631,216	71,201,856	50,494,909	17,472,731	67,967,640	-4.5%
C	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		6,571,665	(7,614,119)	(1,042,454)	6,399,764	(7,643,722)	(1,243,958)	19.3%
D	1 Interfund Transfers								
	a) Transfers in	8900-8929			-			-	0.0%
	b) Transfers out	7600-7629	248,360		248,360	273,360		273,360	10.1%
2	Other Sources/Uses								
	a) Sources	8930-8979			-			-	0.0%
	b) Uses	7630-7699			-			-	0.0%
3	Contributions	8980-8999	(6,755,944)	6,755,944	-	(7,643,722)	7,643,722	-	0.0%
	TOTAL OTHER FINANCING 4 SOURCES/USES		(7,004,304)	6,755,944	(248,360)	(7,917,082)	7,643,722	(273,360)	10.1%
E	NET INCREASE (DECREASE) IN FUND BALANCE		(432,639)	(858,175)	(1,290,814)	(1,517,318)	-	(1,517,318)	17.5%
F	FUND BALANCE, RESERVES								
1	Beginning Fund Balance								
	a) As of July 1 - Unaudited	9791	7,089,225	969,300	8,058,525	6,656,586	111,125	6,767,711	-16.0%
	b) Audit Adjustments	9793	-	-	-	-	-	-	0.0%
	c) As of July 1 - Audited		7,089,225	969,300	8,058,525	6,656,586	111,125	6,767,711	-16.0%
	d) Other Restatements	9795	-	-	-	-	-	-	0.0%
	e) Adjusted Beginning Balance		7,089,225	969,300	8,058,525	6,656,586	111,125	6,767,711	-16.0%
2	Ending Balance, June 30		6,656,586	111,125	6,767,711	5,139,268	111,125	5,250,393	-22.4%
	Components								
	a) Nonspendable								
	Revolving Cash	9711	5,000		5,000	5,000		5,000	0.0%
	Stores	9712	-	-	-	-	-	-	0.0%
	Prepaid Expenditures	9713	-	-	-	-	-	-	0.0%
	All Others	9719	-	-	-	-	-	-	0.0%
	b) Restricted - Federal/State/Local Programs	9740		111,125	111,125		111,125	111,125	0.0%
	c) Committed								
	Stabilization Arrangements	9750	-		-	-		-	0.0%
	Other Commitments	9760	-		-	-		-	0.0%
	d) Assigned								
	Other Assignments	9780	-		-	-		-	0.0%
	e) Unassigned/unappropriated								
	Reserve for Economic Uncertainty - 3%	9789	2,143,506		2,143,506	2,047,230		2,047,230	-4.5%
	Reserve for Charter Technical Assistance	9789	145,231		145,231	163,443		163,443	12.5%
	Reserve for Deferred Maintenance - Facilities/Roofing	9789	432,562		432,562	432,562		432,562	0.0%
	Reserve for New High School Startup Costs	9789	-		-	250,000		250,000	0.0%
	GAP Funding Contingency Reserve - Subsequent Budget Year	9789	944,258		944,258	743,919		743,919	-21.2%
	Unassigned/Unappropriated	9790	2,986,029		2,986,029	1,497,114		1,497,114	-49.9%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

July 1 Budget (Single Adoption) - Proposed Budget
General Fund Unrestricted and Restricted

		2015-16 Estimated Actuals			2016-17 Budget			% Diff C & F
		(A) Unrestricted	(B) Restricted	(C) = (A) + (B) Total	(D) Unrestricted	(E) Restricted	(F) = (D) + (E) Total	
G	ASSETS							
	1 Cash							
	a) in County Treasury	9110	9,351,586	(388,875)	8,962,711			
	1) Fair value adjustment to							
	Cash in County Treasury	9111		-				
	b) in Banks	9120		-				
	c) in Revolving Fund	9130	5,000	5,000				
	d) with Fiscal Agent	9135		-				
	e) collections awaiting deposit	9140		-				
	2 Investments	9150		-				
	3 Accounts Receivable	9200	700,000	1,000,000	1,700,000			
	4 Due from Grantor Government	9290		-				
	5 Due from Other Funds	9310	100,000	100,000				
	6 Stores	9320		-				
	7 Prepaid Expenditures	9330		-				
	8 Other Current Assets	9340	-	-				
	9 TOTAL ASSETS		10,156,586	611,125	10,767,711			
H	LIABILITIES							
	1 Accounts Payable	9500	3,500,000	500,000	4,000,000			
	2 Due to Grantor Governments	9590		-				
	3 Due to Other Funds	9610		-				
	4 Current Loans	9640		-				
	5 Deferred Revenue	9650		-				
	6 TOTAL LIABILITIES		3,500,000	500,000	4,000,000			
I	FUND EQUITY							
	Ending Fund Balance, June 30th		6,656,586	111,125	6,767,711			

[Balance sheet agrees to Operating Statement]

		2015-16	2016-17	Percent
		Estimated Actuals	Budget	Difference
A REVENUES				
1	LCFF Sources 8010-8099			0.0%
2	Federal Revenue 8100-8299	48,322	48,322	0.0%
3	Other State Revenue 8300-8599			0.0%
4	Other Local Revenue 8600-8799			0.0%
5	TOTAL REVENUES	48,322	48,322	0.0%
B EXPENDITURES				
1	Certificated salaries 1000-1999			0.0%
2	Classified salaries 2000-2999	41,041	42,060	2.5%
3	Employee Benefits 3000-3999	22,697	23,995	5.7%
4	Books & Supplies 4000-4999	2,688	2,798	4.1%
	Services & Other			
5	Operating Expenditures 5000-5999	2,295		-100.0%
6	Capital Outlay 6000-6999			0.0%
	7100-7299			
7	Other Outgo 7400-7499	2,961	2,829	-4.5%
8	Indirect Costs 7300-7399			0.0%
9	TOTAL EXPENDITURES	71,682	71,682	0.0%
C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		(23,360)	(23,360)	0.0%
D				
1	Interfund Transfers			
a)	Transfers In 8900-8929	23,360	23,360	0.0%
b)	Transfers out 7600-7629		-	0.0%
2	Other Sources/Uses			0.0%
a)	Sources 8930-8979		-	0.0%
b)	Uses 7630-7699		-	0.0%
3	Contributions 8980-8999			0.0%
	TOTAL OTHER FINANCING			
4	SOURCES/USES	23,360	23,360	0.0%
E NET INCREASE (DECREASE) IN FUND BALANCE		-	-	0.0%
F FUND BALANCE, RESERVES				
1	Beginning Fund Balance			
a)	As of July 1 - Unaudited 9791	21,700	21,700	0.0%
b)	Audit Adjustments 9793		-	0.0%
c)	As of July 1 - Audited	21,700	21,700	0.0%
d)	Other Restatements 9795		-	0.0%
e)	Adjusted Beginning Balance	21,700	21,700	0.0%
2	Ending Balance, June 30	21,700	21,700	0.0%
	Components			
a)	Nonspendable			
	Revolving Cash 9711	-	-	0.0%
	Stores 9712	-	-	0.0%
	Prepaid Expenditures 9713	-	-	0.0%
	All Others 9719	-	-	0.0%
b)	Restricted 9740	21,700	21,700	0.0%
c)	Committed			
	Stabilization Arrangements 9750	-	-	0.0%
	Other Commitments 9760	-	-	0.0%
d)	Assigned			
	Other Assignments 9780	-	-	0.0%
	District specific #1 9780	-	-	0.0%
	District specific #2 9780	-	-	0.0%
e)	Unassigned/unappropriated			
	Reserve for			
	Economic Uncertainty 9789	-	-	0.0%
	Unassigned/Unappropriated 9790	-	-	0.0%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

		2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
G	ASSETS			
1	Cash			
a)	in County Treasury	9110	(18,000)	
1)	Fair value adjustment to			
	Cash in County Treasury	9111	-	
b)	in Banks	9120	-	
c)	in Revolving Fund	9130	-	
d)	with Fiscal Agent	9135	-	
e)	collections awaiting deposit	9140	-	
2	Investments	9150	-	
3	Accounts Receivable	9200	40,700	
4	Due from Grantor Government	9290	-	
5	Due from Other Funds	9310	-	
6	Stores	9320	-	
7	Prepaid Expenditures	9330	-	
8	Other Current Assets	9340	-	
9	TOTAL ASSETS		22,700	
H	LIABILITIES			
1	Accounts Payable	9500	1,000	
2	Due to Grantor Governments	9590	-	
3	Due to Other Funds	9610	-	
4	Current Loans	9640	-	
5	Deferred Revenue	9650	-	
6	TOTAL LIABILITIES		1,000	
I	FUND EQUITY			
	Ending Fund Balance, June 30th		21,700	

		2015-16	2016-17	Percent
		Estimated Actuals	Budget	Difference
A REVENUES				
1	LCFF Sources 8010-8099	-	-	0.0%
2	Federal Revenue 8100-8299	-	-	0.0%
3	Other State Revenue 8300-8599	-	-	0.0%
4	Other Local Revenue 8600-8799	-	-	0.0%
5	TOTAL REVENUES	-	-	0.0%
B EXPENDITURES				
1	Certificated salaries 1000-1999	-	-	0.0%
2	Classified salaries 2000-2999	-	-	0.0%
3	Employee Benefits 3000-3999	-	-	0.0%
4	Books & Supplies 4000-4999	-	-	0.0%
	Services & Other			
5	Operating Expenditures 5000-5999	-	-	0.0%
6	Capital Outlay 6000-6999	-	-	0.0%
	7100-7299			
7	Other Outgo 7400-7499	13,000	-	-100.0%
8	Indirect Costs 7300-7399	-	-	0.0%
9	TOTAL EXPENDITURES	13,000	-	-100.0%
C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		(13,000)	-	-100.0%
D				
1	Interfund Transfers			
a)	Transfers In 8900-8929	13,000	-	-100.0%
b)	Transfers out 7600-7629	-	-	0.0%
2	Other Sources/Uses			
a)	Sources 8930-8979	-	-	0.0%
b)	Uses 7630-7699	-	-	0.0%
3	Contributions 8980-8999	-	-	0.0%
	TOTAL OTHER FINANCING			
4	SOURCES/USES	13,000	-	-100.0%
E NET INCREASE (DECREASE) IN FUND BALANCE		-	-	0.0%
F FUND BALANCE, RESERVES				
1	Beginning Fund Balance			
a)	As of July 1 - Unaudited 9791	9,631	9,631	0.0%
b)	Audit Adjustments 9793	-	-	0.0%
c)	As of July 1 - Audited	9,631	9,631	0.0%
d)	Other Restatements 9795	-	-	0.0%
e)	Adjusted Beginning Balance	9,631	9,631	0.0%
2	Ending Balance, June 30	9,631	9,631	0.0%
	Components			
a)	Nonspendable			
	Revolving Cash 9711	-	-	0.0%
	Stores 9712	-	-	0.0%
	Prepaid Expenditures 9713	-	-	0.0%
	All Others 9719	-	-	0.0%
b)	Restricted 9740	9,631	9,631	0.0%
c)	Committed			
	Stabilization Arrangements 9750	-	-	0.0%
	Other Commitments 9760	-	-	0.0%
d)	Assigned			
	Other Assignments 9780	-	-	0.0%
	District specific #1 9780	-	-	0.0%
	District specific #2 9780	-	-	0.0%
e)	Unassigned/unappropriated			
	Reserve for			
	Economic Uncertainty 9789	-	-	0.0%
	Unassigned/Unappropriated 9790	-	-	0.0%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

		2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
G ASSETS				
1 Cash				
a) in County Treasury	9110	9,631		
1) Fair value adjustment to Cash in County Treasury	9111	-		
b) in Banks	9120	-		
c) in Revolving Fund	9130	-		
d) with Fiscal Agent	9135	-		
e) collections awaiting deposit	9140	-		
2 Investments	9150	-		
3 Accounts Receivable	9200			
4 Due from Grantor Government	9290	-		
5 Due from Other Funds	9310	-		
6 Stores	9320	-		
7 Prepaid Expenditures	9330	-		
8 Other Current Assets	9340	-		
9 TOTAL ASSETS		9,631		
H LIABILITIES				
1 Accounts Payable	9500			
2 Due to Grantor Governments	9590	-		
3 Due to Other Funds	9610	-		
4 Current Loans	9640	-		
5 Deferred Revenue	9650			
6 TOTAL LIABILITIES		-		
I FUND EQUITY				
Ending Fund Balance, June 30th		9,631		

		2015-16	2016-17	Percent
		Estimated Actuals	Budget	Difference
A	REVENUES			
	Object			
1	LCFF Sources 8010-8099		-	0.0%
2	Federal Revenue 8100-8299	998,000	998,000	0.0%
3	Other State Revenue 8300-8599	75,000	75,000	0.0%
4	Other Local Revenue 8600-8799	640,000	640,000	0.0%
5	TOTAL REVENUES	1,713,000	1,713,000	0.0%
B	EXPENDITURES			
1	Certificated salaries 1000-1999	-	-	0.0%
2	Classified salaries 2000-2999	735,656	754,350	2.5%
3	Employee Benefits 3000-3999	327,770	355,261	8.4%
4	Books & Supplies 4000-4999	623,048	587,000	-5.8%
	Services & Other			
5	Operating Expenditures 5000-5999	51,080	50,655	-0.8%
6	Capital Outlay 6000-6999			0.0%
	7100-7299			
7	Other Outgo 7400-7499			0.0%
8	Indirect Costs 7300-7399	74,888	71,810	-4.1%
9	TOTAL EXPENDITURES	1,812,442	1,819,076	0.4%
C	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES	(99,442)	(106,076)	6.7%
D	1 Interfund Transfers			
	a) Transfers In 8900-8929	-	-	0.0%
	b) Transfers out 7600-7629	-	-	0.0%
2 Other Sources/Uses				0.0%
	a) Sources 8930-8979	-	-	0.0%
	b) Uses 7630-7699	-	-	0.0%
3 Contributions	8980-8999	-	-	0.0%
	TOTAL OTHER FINANCING			
4 SOURCES/USES		-	-	0.0%
E	NET INCREASE (DECREASE) IN FUND BALANCE	(99,442)	(106,076)	6.7%
F	FUND BALANCE, RESERVES			
1 Beginning Fund Balance				
	a) As of July 1 - Unaudited 9791	219,254	119,812	-45.4%
	b) Audit Adjustments 9793	-	-	0.0%
	c) As of July 1 - Audited	219,254	119,812	-45.4%
	d) Other Restatements 9795	-	-	0.0%
	e) Adjusted Beginning Balance	219,254	119,812	-45.4%
2 Ending Balance, June 30		119,812	13,736	-88.5%
	Components			
	a) Nonspendable			
	Revolving Cash 9711	-	-	0.0%
	Stores 9712	8,714	8,714	0.0%
	Prepaid Expenditures 9713	-	-	0.0%
	All Others 9719	-	-	0.0%
	b) Restricted 9740	111,098	5,022	-95.5%
	c) Committed			
	Stabilization Arrangements 9750	-	-	0.0%
	Other Commitments 9760	-	-	0.0%
	d) Assigned			
	Other Assignments 9780	-	-	0.0%
	District specific #1 9780	-	-	0.0%
	District specific #2 9780	-	-	0.0%
	e) Unassigned/unappropriated			
	Reserve for			
	Economic Uncertainty 9789	-	-	0.0%
	Unassigned/Unappropriated 9790	-	-	0.0%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

		2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
G	ASSETS			
	1 Cash			
	a) in County Treasury	9110	65,491	
	1) Fair value adjustment to			
	Cash in County Treasury	9111		
	b) in Banks	9120		
	c) in Revolving Fund	9130		
	d) with Fiscal Agent	9135		
	e) collections awaiting deposit	9140		
	2 Investments	9150		
	3 Accounts Receivable	9200	51,833	
	4 Due from Grantor Government	9290		
	5 Due from Other Funds	9310		
	6 Stores	9320	8,714	
	7 Prepaid Expenditures	9330	-	
	8 Other Current Assets	9340		
	9 TOTAL ASSETS		126,038	
H	LIABILITIES			
	1 Accounts Payable	9500	6,226	
	2 Due to Grantor Governments	9590	-	
	3 Due to Other Funds	9610	-	
	4 Current Loans	9640	-	
	5 Deferred Revenue	9650	-	
	6 TOTAL LIABILITIES		6,226	
I	FUND EQUITY			
	Ending Fund Balance, June 30th		119,812	

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

July 1 Budget (Single Adoption)
Special Reserve Fund for Other Than Capital Outlay Projects (17)

		2015-16	2016-17	Percent
		Estimated	Budget	Difference
A REVENUES		Actuals		
1	LCFF Sources 8010-8099			0.0%
2	Federal Revenue 8100-8299			0.0%
3	Other State Revenue 8300-8599			0.0%
4	Other Local Revenue 8600-8799	-	-	0.0%
5	TOTAL REVENUES	-	-	0.0%
B EXPENDITURES				
1	Certificated salaries 1000-1999	-	-	0.0%
2	Classified salaries 2000-2999	-	-	0.0%
3	Employee Benefits 3000-3999	-	-	0.0%
4	Books & Supplies 4000-4999	-	-	0.0%
	Services & Other			
5	Operating Expenditures 5000-5999	-	-	0.0%
6	Capital Outlay 6000-6999	-	-	0.0%
	7100-7299			
7	Other Outgo 7400-7499	-	-	0.0%
8	Indirect Costs 7300-7399	-	-	0.0%
9	TOTAL EXPENDITURES	-	-	0.0%
C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		-	-	0.0%
D 1 Interfund Transfers				
a)	Transfers In 8900-8929	212,000	250,000	17.9%
b)	Transfers out 7600-7629	-	-	0.0%
2	Other Sources/Uses			0.0%
a)	Sources 8930-8979	-	-	0.0%
b)	Uses 7630-7699	-	-	0.0%
3	Contributions 8980-8999	-	-	0.0%
	TOTAL OTHER FINANCING			
4	SOURCES/USES	212,000	250,000	17.9%
E NET INCREASE (DECREASE) IN FUND BALANCE		212,000	250,000	17.9%
F FUND BALANCE, RESERVES				
1	Beginning Fund Balance			
a)	As of July 1 - Unaudited 9791	-	212,000	0.0%
b)	Audit Adjustments 9793	-	-	0.0%
c)	As of July 1 - Audited	-	212,000	0.0%
d)	Other Restatements 9795	-	-	0.0%
e)	Adjusted Beginning Balance	-	212,000	0.0%
2	Ending Balance, June 30	212,000	462,000	117.9%
Components				
a)	Nonspendable			
	Revolving Cash 9711	-	-	0.0%
	Stores 9712	-	-	0.0%
	Prepaid Expenditures 9713	-	-	0.0%
	All Others 9719	-	-	0.0%
b)	Restricted 9740	-	-	0.0%
c)	Committed			
	Stabilization Arrangements 9750	-	-	0.0%
	Other Commitments 9760	-	-	0.0%
d)	Assigned			
	Other Assignments 9780	-	-	0.0%
	Wetlands Mitigation 9780	212,000	462,000	117.9%
	9780	-	-	0.0%
e)	Unassigned/unappropriated			
	Reserve for			
	Economic Uncertainty 9789	-	-	0.0%
	Unassigned/Unappropriated 9790	-	-	0.0%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

		2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
G ASSETS				
1	Cash			
a)	in County Treasury	9110	212,000	
1)	Fair value adjustment to			
	Cash in County Treasury	9111	-	
b)	in Banks	9120	-	
c)	in Revolving Fund	9130	-	
d)	with Fiscal Agent	9135	-	
e)	collections awaiting deposit	9140	-	
2	Investments	9150	-	
3	Accounts Receivable	9200	-	
4	Due from Grantor Government	9290	-	
5	Due from Other Funds	9310	-	
6	Stores	9320	-	
7	Prepaid Expenditures	9330	-	
8	Other Current Assets	9340	-	
9	TOTAL ASSETS		212,000	
H LIABILITIES				
1	Accounts Payable	9500	-	
2	Due to Grantor Governments	9590	-	
3	Due to Other Funds	9610	-	
4	Current Loans	9640	-	
5	Deferred Revenue	9650	-	
6	TOTAL LIABILITIES		-	
I FUND EQUITY				
	Ending Fund Balance, June 30th		212,000	

[Balance sheet agrees to Operating Statement]

TRUE

		2015-16	2016-17	Percent
		Estimated Actuals	Budget	Difference
A	REVENUES			
1	LCFF Sources 8010-8099	-	-	0.0%
2	Federal Revenue 8100-8299	-	-	0.0%
3	Other State Revenue 8300-8599	-	-	0.0%
4	Other Local Revenue 8600-8799	235,000	200,000	-14.9%
5	TOTAL REVENUES	235,000	200,000	-14.9%
B	EXPENDITURES			
1	Certificated salaries 1000-1999	-	-	0.0%
2	Classified salaries 2000-2999	4,072	6,917	69.9%
3	Employee Benefits 3000-3999	1,763	3,004	70.4%
4	Books & Supplies 4000-4999	216,503	103,000	-52.4%
	Services & Other			
5	Operating Expenditures 5000-5999	1,180,218	247,500	-79.0%
6	Capital Outlay 6000-6999	8,796,025	7,651,109	-13.0%
	7100-7299			
7	Other Outgo 7400-7499	-	-	0.0%
8	Indirect Costs 7300-7399	-	-	0.0%
9	TOTAL EXPENDITURES	10,198,581	8,011,530	-21.4%
C	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES	(9,963,581)	(7,811,530)	-21.6%
D	1 Interfund Transfers			
	a) Transfers In 8900-8929	-	-	0.0%
	b) Transfers out 7600-7629	-	-	0.0%
2 Other Sources/Uses				
	a) Sources 8930-8979	-	-	0.0%
	b) Uses 7630-7699	-	-	0.0%
3 Contributions	8980-8999	-	-	0.0%
	TOTAL OTHER FINANCING			
4 SOURCES/USES		-	-	0.0%
E	NET INCREASE (DECREASE) IN FUND BALANCE	(9,963,581)	(7,811,530)	-21.6%
F	FUND BALANCE, RESERVES			
1 Beginning Fund Balance				
	a) As of July 1 - Unaudited 9791	20,767,427	10,803,846	-48.0%
	b) Audit Adjustments 9793	-	-	0.0%
	c) As of July 1 - Audited	20,767,427	10,803,846	-48.0%
	d) Other Restatements 9795	-	-	0.0%
	e) Adjusted Beginning Balance	20,767,427	10,803,846	-48.0%
2 Ending Balance, June 30		10,803,846	2,992,316	-72.3%
	Components			
	a) Nonspendable			
	Revolving Cash 9711	-	-	0.0%
	Stores 9712	-	-	0.0%
	Prepaid Expenditures 9713	-	-	0.0%
	All Others 9719	-	-	0.0%
	b) Restricted 9740			0.0%
	c) Committed			
	Stabilization Arrangements 9750	-	-	0.0%
	Other Commitments 9760	-	-	0.0%
	d) Assigned			
	Other Assignments 9780	-	-	0.0%
	9780	-	-	0.0%
	9780	-	-	0.0%
	e) Unassigned/unappropriated			
	Reserve for			
	Economic Uncertainty 9789	-	-	0.0%
	Unassigned/Unappropriated 9790	10,803,846	2,992,316	-72.3%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

		2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
G ASSETS				
1	Cash			
a)	in County Treasury	9110	12,000,000	
1)	Fair value adjustment to			
	Cash in County Treasury	9111		
b)	in Banks	9120		
c)	in Revolving Fund	9130		
d)	with Fiscal Agent	9135		
e)	collections awaiting deposit	9140		
2	Investments	9150		
3	Accounts Receivable	9200		
4	Due from Grantor Government	9290	-	
5	Due from Other Funds	9310	-	
6	Stores	9320	-	
7	Prepaid Expenditures	9330	-	
8	Other Current Assets	9340	-	
9	TOTAL ASSETS		12,000,000	
H LIABILITIES				
1	Accounts Payable	9500	1,196,154	
2	Due to Grantor Governments	9590	-	
3	Due to Other Funds	9610	-	
4	Current Loans	9640	-	
5	Deferred Revenue	9650	-	
6	TOTAL LIABILITIES		1,196,154	
I FUND EQUITY				
	Ending Fund Balance, June 30th		10,803,846	

		2015-16	2016-17	Percent
		Estimated Actuals	Budget	Difference
A REVENUES				
1	LCFF Sources 8010-8099	-	-	0.0%
2	Federal Revenue 8100-8299	-	-	0.0%
3	Other State Revenue 8300-8599	-	-	0.0%
4	Other Local Revenue 8600-8799	1,445,026	1,330,000	-8.0%
5	TOTAL REVENUES	1,445,026	1,330,000	-8.0%
B EXPENDITURES				
1	Certificated salaries 1000-1999	-	-	0.0%
2	Classified salaries 2000-2999	193,027	223,355	15.7%
3	Employee Benefits 3000-3999	67,650	81,866	21.0%
4	Books & Supplies 4000-4999	124,876	75,000	-39.9%
5	Operating Expenditures 5000-5999	126,991	91,500	-27.9%
6	Capital Outlay 6000-6999	684,980	1,470,000	114.6%
7	Other Outgo 7100-7299	-	-	0.0%
8	Indirect Costs 7400-7499	-	-	0.0%
9	TOTAL EXPENDITURES	1,197,524	1,941,721	62.1%
C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		247,502	(611,721)	-347.2%
D				
1	Interfund Transfers			
a)	Transfers In 8900-8929	-	-	0.0%
b)	Transfers out 7600-7629	800,000	800,000	0.0%
2	Other Sources/Uses			
a)	Sources 8930-8979	-	-	0.0%
b)	Uses 7630-7699	-	-	0.0%
3	Contributions 8980-8999	-	-	0.0%
	TOTAL OTHER FINANCING			
4	SOURCES/USES	(800,000)	(800,000)	0.0%
E NET INCREASE (DECREASE) IN FUND BALANCE		(552,498)	(1,411,721)	155.5%
F FUND BALANCE, RESERVES				
1	Beginning Fund Balance			
a)	As of July 1 - Unaudited 9791	2,160,198	1,607,700	-25.6%
b)	Audit Adjustments 9793	-	-	0.0%
c)	As of July 1 - Audited	2,160,198	1,607,700	-25.6%
d)	Other Restatements 9795	-	-	0.0%
e)	Adjusted Beginning Balance	2,160,198	1,607,700	-25.6%
2	Ending Balance, June 30	1,607,700	195,979	-87.8%
Components				
a)	Nonspendable			
	Revolving Cash 9711	-	-	0.0%
	Stores 9712	-	-	0.0%
	Prepaid Expenditures 9713	-	-	0.0%
	All Others 9719	-	-	0.0%
b)	Restricted 9740	1,607,700	195,979	-87.8%
c)	Committed			
	Stabilization Arrangements 9750	-	-	0.0%
	Other Commitments 9760	-	-	0.0%
d)	Assigned			
	Other Assignments 9780	-	-	0.0%
	District specific #1 9780	-	-	0.0%
	District specific #2 9780	-	-	0.0%
e)	Unassigned/unappropriated			
	Reserve for			
	Economic Uncertainty 9789	-	-	0.0%
	Unassigned/Unappropriated 9790	-	-	0.0%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

		2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
G ASSETS				
1	Cash			
a)	in County Treasury	9110	1,607,700	
1)	Fair value adjustment to			
	Cash in County Treasury	9111	-	
b)	in Banks	9120	-	
c)	in Revolving Fund	9130	-	
d)	with Fiscal Agent	9135	-	
e)	collections awaiting deposit	9140	-	
2	Investments	9150	-	
3	Accounts Receivable	9200	-	
4	Due from Grantor Government	9290	-	
5	Due from Other Funds	9310	-	
6	Stores	9320	-	
7	Prepaid Expenditures	9330	-	
8	Other Current Assets	9340	-	
9	TOTAL ASSETS		1,607,700	
H LIABILITIES				
1	Accounts Payable	9500	-	
2	Due to Grantor Governments	9590	-	
3	Due to Other Funds	9610	-	
4	Current Loans	9640	-	
5	Deferred Revenue	9650	-	
6	TOTAL LIABILITIES		-	
I FUND EQUITY				
	Ending Fund Balance, June 30th		1,607,700	

		2015-16	2016-17	Percent
		Estimated Actuals	Budget	Difference
A REVENUES				
1	LCFF Sources 8010-8099			0.0%
2	Federal Revenue 8100-8299	-	-	0.0%
3	Other State Revenue 8300-8599	-	-	0.0%
4	Other Local Revenue 8600-8799	11,000	10,000	-9.1%
5	TOTAL REVENUES	11,000	10,000	-9.1%
B EXPENDITURES				
1	Certificated salaries 1000-1999	-	-	0.0%
2	Classified salaries 2000-2999	-	-	0.0%
3	Employee Benefits 3000-3999	-	-	0.0%
4	Books & Supplies 4000-4999	-	-	0.0%
	Services & Other			
5	Operating Expenditures 5000-5999	-	-	0.0%
6	Capital Outlay 6000-6999	-	-	0.0%
	7100-7299			
7	Other Outgo 7400-7499	-	-	0.0%
8	Indirect Costs 7300-7399	-	-	0.0%
9	TOTAL EXPENDITURES	-	-	0.0%
C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		11,000	10,000	-9.1%
D				
1	Interfund Transfers			
a)	Transfers in 8900-8929	-	-	0.0%
b)	Transfers out 7600-7629	-	-	0.0%
2	Other Sources/Uses			
a)	Sources 8930-8979	-	-	0.0%
b)	Uses 7630-7699	-	-	0.0%
3	Contributions 8980-8999	-	-	0.0%
	TOTAL OTHER FINANCING			
4	SOURCES/USES	-	-	0.0%
E NET INCREASE (DECREASE) IN FUND BALANCE		11,000	10,000	-9.1%
F FUND BALANCE, RESERVES				
1	Beginning Fund Balance			
a)	As of July 1 - Unaudited 9791	1,036,895	1,047,895	1.1%
b)	Audit Adjustments 9793	-	-	0.0%
c)	As of July 1 - Audited	1,036,895	1,047,895	1.1%
d)	Other Restatements 9795	-	-	0.0%
e)	Adjusted Beginning Balance	1,036,895	1,047,895	1.1%
2	Ending Balance, June 30	1,047,895	1,057,895	1.0%
	Components			
a)	Nonspendable			
	Revolving Cash 9711	-	-	0.0%
	Stores 9712	-	-	0.0%
	Prepaid Expenditures 9713	-	-	0.0%
	All Others 9719	-	-	0.0%
b)	Restricted 9740	1,047,895	1,057,895	1.0%
c)	Committed			
	Stabilization Arrangements 9750	-	-	0.0%
	Other Commitments 9760	-	-	0.0%
d)	Assigned			
	Other Assignments 9780	-	-	0.0%
	District specific #1 9780	-	-	0.0%
	District specific #2 9780	-	-	0.0%
e)	Unassigned/unappropriated			
	Reserve for			
	Economic Uncertainty 9789	-	-	0.0%
	Unassigned/Unappropriated 9790	-	-	0.0%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

		2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
G ASSETS				
1 Cash				
a) in County Treasury	9110	1,047,895		
1) Fair value adjustment to Cash in County Treasury	9111	-		
b) in Banks	9120	-		
c) in Revolving Fund	9130	-		
d) with Fiscal Agent	9135	-		
e) collections awaiting deposit	9140	-		
2 Investments	9150	-		
3 Accounts Receivable	9200	-		
4 Due from Grantor Government	9290	-		
5 Due from Other Funds	9310	-		
6 Stores	9320	-		
7 Prepaid Expenditures	9330	-		
8 Other Current Assets	9340	-		
9 TOTAL ASSETS		1,047,895		
H LIABILITIES				
1 Accounts Payable	9500	-		
2 Due to Grantor Governments	9590	-		
3 Due to Other Funds	9610	-		
4 Current Loans	9640	-		
5 Deferred Revenue	9650	-		
6 TOTAL LIABILITIES		-		
I FUND EQUITY				
Ending Fund Balance, June 30th		1,047,895		

		2015-16	2016-17	Percent
		Estimated Actuals	Budget	Difference
A REVENUES				
1	LCFF Sources 8010-8099	-	-	0.0%
2	Federal Revenue 8100-8299	-	-	0.0%
3	Other State Revenue 8300-8599	-	-	0.0%
4	Other Local Revenue 8600-8799	2,500	2,000	-20.0%
5	TOTAL REVENUES	2,500	2,000	-20.0%
B EXPENDITURES				
1	Certificated salaries 1000-1999	-	-	0.0%
2	Classified salaries 2000-2999	-	-	0.0%
3	Employee Benefits 3000-3999	-	-	0.0%
4	Books & Supplies 4000-4999	6,000	-	-100.0%
	Services & Other			
5	Operating Expenditures 5000-5999	-	-	0.0%
6	Capital Outlay 6000-6999	-	-	0.0%
	7100-7299			
7	Other Outgo 7400-7499	-	-	0.0%
8	Indirect Costs 7300-7399	-	-	0.0%
9	TOTAL EXPENDITURES	6,000	-	-100.0%
C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		(3,500)	2,000	-157.1%
D				
1	Interfund Transfers			
a)	Transfers In 8900-8929	-	-	0.0%
b)	Transfers out 7600-7629	-	-	0.0%
2	Other Sources/Uses			
a)	Sources 8930-8979	-	-	0.0%
b)	Uses 7630-7699	-	-	0.0%
3	Contributions 8980-8999	-	-	0.0%
	TOTAL OTHER FINANCING			
4	SOURCES/USES	-	-	0.0%
E NET INCREASE (DECREASE) IN FUND BALANCE		(3,500)	2,000	-157.1%
F FUND BALANCE, RESERVES				
1	Beginning Fund Balance			
a)	As of July 1 - Unaudited 9791	219,171	215,671	-1.6%
b)	Audit Adjustments 9793	-	-	0.0%
c)	As of July 1 - Audited	219,171	215,671	-1.6%
d)	Other Restatements 9795	-	-	0.0%
e)	Adjusted Beginning Balance	219,171	215,671	-1.6%
2	Ending Balance, June 30	215,671	217,671	0.9%
	Components			
a)	Nonspendable			
	Revolving Cash 9711	-	-	0.0%
	Stores 9712	-	-	0.0%
	Prepaid Expenditures 9713	-	-	0.0%
	All Others 9719	-	-	0.0%
b)	Restricted 9740	215,671	217,671	0.9%
c)	Committed			
	Stabilization Arrangements 9750	-	-	0.0%
	Other Commitments 9760	-	-	0.0%
d)	Assigned			
	Other Assignments 9780	-	-	0.0%
	District specific #1 9780	-	-	0.0%
	District specific #2 9780	-	-	0.0%
e)	Unassigned/unappropriated			
	Reserve for			
	Economic Uncertainty 9789	-	-	0.0%
	Unassigned/Unappropriated 9790	-	-	0.0%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

		2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
G ASSETS				
1 Cash				
a) in County Treasury	9110	215,671		
1) Fair value adjustment to Cash in County Treasury	9111	-		
b) in Banks	9120	-		
c) in Revolving Fund	9130	-		
d) with Fiscal Agent	9135	-		
e) collections awaiting deposit	9140	-		
2 Investments	9150	-		
3 Accounts Receivable	9200			
4 Due from Grantor Government	9290	-		
5 Due from Other Funds	9310	-		
6 Stores	9320			
7 Prepaid Expenditures	9330	-		
8 Other Current Assets	9340	-		
9 TOTAL ASSETS		215,671		
H LIABILITIES				
1 Accounts Payable	9500	-		
2 Due to Grantor Governments	9590	-		
3 Due to Other Funds	9610	-		
4 Current Loans	9640	-		
5 Deferred Revenue	9650	-		
6 TOTAL LIABILITIES		-		
I FUND EQUITY				
Ending Fund Balance, June 30th		215,671		

		2015-16	2016-17	Percent
		Estimated Actuals	Budget	Difference
A REVENUES				
1	LCFF Sources 8010-8099	-	-	0.0%
2	Federal Revenue 8100-8299	-	-	0.0%
3	Other State Revenue 8300-8599	-	-	0.0%
4	Other Local Revenue 8600-8799	5,766,512	5,890,000	2.1%
5	TOTAL REVENUES	5,766,512	5,890,000	2.1%
B EXPENDITURES				
1	Certificated salaries 1000-1999	-	-	0.0%
2	Classified salaries 2000-2999	-	-	0.0%
3	Employee Benefits 3000-3999	-	-	0.0%
4	Books & Supplies 4000-4999	-	-	0.0%
5	Operating Expenditures 5000-5999	37,960	37,270	-1.8%
6	Capital Outlay 6000-6999	-	-	0.0%
7	Other Outgo 7100-7299	-	-	0.0%
8	Indirect Costs 7400-7499	8,122,233	8,174,420	0.6%
9	TOTAL EXPENDITURES	8,160,193	8,211,690	0.6%
C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		(2,393,681)	(2,321,690)	-3.0%
D				
1	Interfund Transfers			
a)	Transfers In 8900-8929	800,000	800,000	0.0%
b)	Transfers out 7600-7629	-	-	0.0%
2	Other Sources/Uses			
a)	Sources 8930-8979	-	-	0.0%
b)	Uses 7630-7699	-	-	0.0%
3	Contributions 8980-8999	-	-	0.0%
TOTAL OTHER FINANCING SOURCES/USES		800,000	800,000	0.0%
E NET INCREASE (DECREASE) IN FUND BALANCE		(1,593,681)	(1,521,690)	-4.5%
F FUND BALANCE, RESERVES				
1	Beginning Fund Balance			
a)	As of July 1 - Unaudited 9791	11,973,528	10,379,847	-13.3%
b)	Audit Adjustments 9793	-	-	0.0%
c)	As of July 1 - Audited	11,973,528	10,379,847	-13.3%
d)	Other Restatements 9795	-	-	0.0%
e)	Adjusted Beginning Balance	11,973,528	10,379,847	-13.3%
2	Ending Balance, June 30	10,379,847	8,858,157	-14.7%
Components				
a)	Nonspendable			
Revolving Cash	9711	-	-	0.0%
Stores	9712	-	-	0.0%
Prepaid Expenditures	9713	-	-	0.0%
All Others	9719	-	-	0.0%
b)	Restricted 9740	10,379,847	8,858,157	-14.7%
c)	Committed			
Stabilization Arrangements	9750	-	-	0.0%
Other Commitments	9760	-	-	0.0%
d)	Assigned			
Other Assignments	9780	-	-	0.0%
	9780	-	-	0.0%
	9780	-	-	0.0%
e)	Unassigned/unappropriated			
Reserve for				
Economic Uncertainty	9789	-	-	0.0%
Unassigned/Unappropriated	9790	-	-	0.0%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

		2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
G ASSETS				
1 Cash				
a) in County Treasury	9110	7,351,928		
1) Fair value adjustment to Cash in County Treasury	9111	-		
b) in Banks	9120	-		
c) in Revolving Fund	9130	-		
d) with Fiscal Agent	9135	3,027,919		
e) collections awaiting deposit	9140	-		
2 Investments	9150	-		
3 Accounts Receivable	9200	-		
4 Due from Grantor Government	9290	-		
5 Due from Other Funds	9310	-		
6 Stores	9320	-		
7 Prepaid Expenditures	9330	-		
8 Other Current Assets	9340	-		
9 TOTAL ASSETS		10,379,847		
H LIABILITIES				
1 Accounts Payable	9500	-		
2 Due to Grantor Governments	9590	-		
3 Due to Other Funds	9610	-		
4 Current Loans	9640	-		
5 Deferred Revenue	9650	-		
6 TOTAL LIABILITIES		-		
I FUND EQUITY				
Ending Fund Balance, June 30th		10,379,847		

		2015-16	2016-17	Percent
		Estimated Actuals	Budget	Difference
A REVENUES				
1	LCFF Sources 8010-8099	-	-	0.0%
2	Federal Revenue 8100-8299	-	-	0.0%
3	Other State Revenue 8300-8599	-	-	0.0%
4	Other Local Revenue 8600-8799	70	70	0.0%
5	TOTAL REVENUES	70	70	0.0%
B EXPENDITURES				
1	Certificated salaries 1000-1999	-	-	0.0%
2	Classified salaries 2000-2999	-	-	0.0%
3	Employee Benefits 3000-3999	-	-	0.0%
4	Books & Supplies 4000-4999	-	-	0.0%
5	Services & Other			
5	Operating Expenditures 5000-5999	-	-	0.0%
6	Capital Outlay 6000-6999	-	-	0.0%
	7100-7299			
7	Other Outgo 7400-7499	-	-	0.0%
8	Indirect Costs 7300-7399	-	-	0.0%
9	TOTAL EXPENDITURES	-	-	0.0%
C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		70	70	0.0%
D				
1	Interfund Transfers			
a)	Transfers In 8900-8929	-	-	0.0%
b)	Transfers out 7600-7629	-	-	0.0%
2	Other Sources/Uses			
a)	Sources 8930-8979	-	-	0.0%
b)	Uses 7630-7699	-	-	0.0%
3	Contributions 8980-8999	-	-	0.0%
	TOTAL OTHER FINANCING			
4	SOURCES/USES	-	-	0.0%
E NET INCREASE (DECREASE) IN FUND BALANCE		70	70	0.0%
F FUND BALANCE, RESERVES				
1	Beginning Net Position			
a)	As of July 1 - Unaudited 9791	6,721	6,791	1.0%
b)	Audit Adjustments 9793	-	-	0.0%
c)	As of July 1 - Audited	6,721	6,791	1.0%
d)	Other Restatements 9795	-	-	0.0%
e)	Adjusted Beginning Balance	6,721	6,791	1.0%
2	Ending Net Position, June 30	6,791	6,861	1.0%
	Components of Ending Net Position			
a)	Net Investment in Capital Assets 9796	-	-	0.0%
b)	Restricted Net Position 9797	-	-	0.0%
c)	Unrestricted Net Position 9790	6,791	6,861	1.0%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

		2015-16	2016-17	Percent
		Estimated Actuals	Budget	Difference
G	ASSETS			
1	Cash			
a)	in County Treasury	9110	6,791	
1)	Fair value adjustment to			
	Cash in County Treasury	9111	-	
b)	in Banks	9120	-	
c)	in Revolving Fund	9130	-	
d)	with Fiscal Agent	9135	-	
e)	collections awaiting deposit	9140	-	
2	Investments	9150	-	
3	Accounts Receivable	9200	-	
4	Due from Grantor Government	9290	-	
5	Due from Other Funds	9310	-	
6	Stores	9320	-	
7	Prepaid Expenditures	9330	-	
8	Other Current Assets	9340	-	
9	Fixed Assets	9400	-	
#	TOTAL ASSETS		6,791	
H	LIABILITIES			
1	Accounts Payable	9500	-	
2	Due to Grantor Governments	9590	-	
3	Due to Other Funds	9610	-	
4	Current Loans	9640	-	
5	Deferred Revenue	9650	-	
6	Long-Term Liabilities		-	
a)	Net OPEB Obligation	9664	-	
b)	Compensated Absences	9665	-	
c)	COPs Payable	9666	-	
d)	Capital Leases Payable	9667	-	
e)	Lease Revenue Bonds Payable	9668	-	
f)	Other General Long-Term		-	
	Liabilities	9669	-	
6	TOTAL LIABILITIES		-	
I	FUND EQUITY			
	Ending Fund Balance, June 30th		6,791	

		2015-16	2016-17	Percent
		Estimated Actuals	Budget	Difference
A REVENUES				
1	LCFF Sources 8010-8099	-	-	0.0%
2	Federal Revenue 8100-8299	-	-	0.0%
3	Other State Revenue 8300-8599	-	-	0.0%
4	Other Local Revenue 8600-8799	1,700	1,500	-11.8%
5	TOTAL REVENUES	1,700	1,500	-11.8%
B EXPENDITURES				
1	Certificated salaries 1000-1999	-	-	0.0%
2	Classified salaries 2000-2999	-	-	0.0%
3	Employee Benefits 3000-3999	-	-	0.0%
4	Books & Supplies 4000-4999	-	-	0.0%
	Services & Other			
5	Operating Expenditures 5000-5999	1,200	1,000	-16.7%
6	Capital Outlay 6000-6999	-	-	0.0%
	7100-7299			
7	Other Outgo 7400-7499	-	-	0.0%
8	Indirect Costs 7300-7399	-	-	0.0%
9	TOTAL EXPENDITURES	1,200	1,000	-16.7%
C EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES		500	500	0.0%
D				
1	Interfund Transfers			
a)	Transfers In 8900-8929	-	-	0.0%
b)	Transfers out 7600-7629	-	-	0.0%
2	Other Sources/Uses			0.0%
a)	Sources 8930-8979	-	-	0.0%
b)	Uses 7630-7699	-	-	0.0%
3	Contributions 8980-8999	-	-	0.0%
	TOTAL OTHER FINANCING			
4	SOURCES/USES	-	-	0.0%
E NET INCREASE (DECREASE) IN FUND BALANCE		500	500	0.0%
F FUND BALANCE, RESERVES				
1	Beginning Net Position			
a)	As of July 1 - Unaudited 9791	160,455	160,955	0.3%
b)	Audit Adjustments 9793	-	-	0.0%
c)	As of July 1 - Audited	160,455	160,955	0.3%
d)	Other Restatements 9795	-	-	0.0%
e)	Adjusted Beginning Balance	160,455	160,955	0.3%
2	Ending Net Position, June 30	160,955	161,455	0.3%
	Components of Ending Net Position			
a)	Net Investment in Capital Assets 9796	-	-	0.0%
b)	Restricted Net Position 9797	-	-	0.0%
c)	Unrestricted Net Position 9790	160,955	161,455	0.3%

DISTRICT: WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY: PLACER COUNTY

		2015-16 Estimated Actuals	2016-17 Budget	Percent Difference
G ASSETS				
1 Cash				
a) in County Treasury	9110	160,955		
1) Fair value adjustment to Cash in County Treasury	9111	-		
b) in Banks	9120	-		
c) in Revolving Fund	9130	-		
d) with Fiscal Agent	9135	-		
e) collections awaiting deposit	9140	-		
2 Investments	9150	-		
3 Accounts Receivable	9200	-		
4 Due from Grantor Government	9290	-		
5 Due from Other Funds	9310	-		
6 Stores	9320	-		
7 Prepaid Expenditures	9330	-		
8 Other Current Assets	9340	-		
9 Fixed Assets		-		
a) Land	9410	-		
b) Land Improvements	9420	-		
c) Accumulated Depreciation - Land Improvements	9425	-		
d) Buildings	9430	-		
e) Accumulated Depreciation - Buildings	9435	-		
f) Equipment	9440	-		
g) Accumulated Depreciation - Equipment	9445	-		
h) Work in Progress	9450	-		
# TOTAL ASSETS		160,955		
H LIABILITIES				
1 Accounts Payable	9500	-		
2 Due to Grantor Governments	9590	-		
3 Due to Other Funds	9610	-		
4 Current Loans	9640	-		
5 Deferred Revenue	9650	-		
6 Long-Term Liabilities		-		
a) Net OPEB Obligation	9664	-		
b) Compensated Absences	9665	-		
c) COPs Payable	9666	-		
d) Capital Leases Payable	9667	-		
e) Lease Revenue Bonds Payable	9668	-		
f) Other General Long-Term Liabilities	9669	-		
6 TOTAL LIABILITIES		-		
I FUND EQUITY				
Ending Fund Balance, June 30th		160,955		

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:

Disposal of Surplus Items

AGENDA ITEM AREA:

Action

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business Services

ENCLOSURES:

No

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

June 7th, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

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

The attached list of items from Technology and Maintenance have been determined to be unusable, obsolete or no longer needed and the district desires to sell the Technology items online through E-Waste For Good and the Maintenance items through The Public Group, LLC., which are both designed to ensure compliance with state regulations and policies. If items on the list do not sell or the cost to sell exceeds the estimated value, they will be disposed of by donation or dumping.

Per Education Code 17547, money received from the sale of surplus property shall be either deposited in the district reserve or general fund or credited to the fund from which the original purchase was made (for example Building Fund or Facilities Fund).

Surplus Items

RECOMMENDATION:

Administration recommends the Board of Trustees declare the attached list of items as surplus, authorize the disposal and/or sale of the items and authorize the removal of these items from the fixed assets inventory list if applicable.

Technology Items	Value	Location
189 Computers	Dispose	Technology
66 Monitors	Dispose	Technology
36 Printers	Dispose	Technology
10 Laptops	Dispose	Technology
5 Document Cameras	Dispose	Technology
2 Faxes	Dispose	Technology
32 Fiber Switches	Dispose	Technology
20 POS	Dispose	Technology
18 Projectors	Dispose	Technology
4 Servers	Dispose	Technology
2 Tablets	Dispose	Technology

Maintenance Items	Value	Location
20 Tables*	\$1.00 each	LHS
30 Chairs*	\$1.00 each	LHS
6 Bookshelves*	\$1.00 each	LHS
150 Desk and Chair combos*	\$1.00 each	LHS

An * indicates items that might be used within the District.

**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:

Communication with Board of Supervisors

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

District Office

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

June 7, 2016

ROLL CALL REQUIRED:

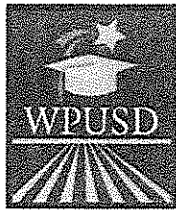
No

BACKGROUND:

The Board was recently updated by City of Lincoln Police Chief Rex Marks concerning possible actions by the Placer County Board of Supervisors regarding marijuana. Based on Board discussion, the superintendent was tasked with drafting a letter in support of maintaining current restrictions on the cultivation and sale of marijuana in our school district boundaries.

RECOMMENDATION:

Discuss the draft letter and take action if desired.



**WESTERN PLACER
UNIFIED SCHOOL DISTRICT**

600 Sixth St, Suite 400, Lincoln CA 95648
Ph: 916-645-6350

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

Superintendent: Scott Leaman

June 7, 2016

Honorable Robert Weygandt, Chairman
Placer County Board of Supervisors
175 Fulweiler Avenue
Auburn, CA 95603

RE: Regulation of Medical Marijuana Dispensaries

Dear Chairman Weygandt:

The Western Placer Unified School District Board of Trustees has authorized me to notify the Placer County Board of Supervisors that our district supports other jurisdictions' opposition of ordinances allowing commercial medical marijuana dispensaries, cultivation, manufacturing, testing, dispensing, distribution and transportation related to the Compassionate Use Act of 1996.

Our school district includes large areas of land governed by the City of Lincoln and the Placer County Board of Supervisors. Zoning ordinances prohibiting medical marijuana dispensaries, cultivation, manufacturing, testing, dispensing, distribution and transportation are consistent with Western Placer Unified School District's priority of ensuring a safe, wholesome, and optimal environment for students and employees. Therefore, the Western Placer Unified School District is compelled to strongly state its opposition to any actions that would lessen the impact of these zoning ordinances related to marijuana that may negatively impact the environment surrounding our schools. This situation is paramount in our district due to the high amount of unincorporated land that surrounds our schools.

The Western Placer Unified School District values its collaborative relationship and with other local governmental agencies including the City of Lincoln and Placer County Board of Supervisors. We ask the Placer County Board of Supervisors gather extensive input from all points of view prior to taking action on this item.

Sincerely,

Scott Leaman
Superintendent

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

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

SUBJECT:

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:

June 7, 2016

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 2121 Superintendent's Contract
- BP/AR 3553 Free and Reduced Price Meals
- BP/AR 4030 Nondiscrimination In Employment
- AR 4031 Complaints Concerning Discrimination In Employment
- BP 4121 Temporary/Substitute Personnel
- AR 4261.1 Personal Illness/Injury Leave
- BP/AR 5141 Health Care and Emergencies
- BP/AR 6142.1 Sexual Health and HIV/AIDS Prevention Instruction
- BP/AR 6173 Education for Homeless Children
- BB 9150 Student Board Members

RECOMMENDATION:

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

POLICY GUIDESHEET
December 2015/March 2016
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 2121 - Superintendent's Contract
(BP revised)

Policy updated to reflect contract components recommended in CSBA's new Superintendent Contract Template and federal law which prohibits favoring "highly compensated" individuals (i.e., generally the highest paid 25 percent of all district employees) in terms of the level of benefits provided. Policy also reflects **NEW LAW** (AB 215) which amends the maximum cash settlement that may be granted upon termination of a superintendent contract executed on or after January 1, 2016 and which provides that no cash or noncash settlement may be given if the termination is for fraud or other illegal fiscal practices.

BP/AR 3553 - Free and Reduced-Price Meals
(BP/AR revised)

Policy updated to reflect the timeline for submitting a request to the State Board of Education for a waiver of the requirement to provide free and reduced-price meals during summer session. Policy also revised to reflect law authorizing sharing of students' free and reduced-price meal eligibility information with another local educational agency serving another child living in the same household as the student and with the Superintendent of Public Instruction for purposes of determining local control funding formula allocations. Regulation updated to reflect **NEW LAW** (SB 708, 2015) which authorizes districts to make free and reduced-price meal applications available electronically as long as the online application complies with specific requirements, including the provision of clear instructions for homeless or migrant families.

BP/AR 4030 - Nondiscrimination in Employment
(BP revised; AR added)

Policy updated to reflect the mandate to adopt policy necessary to implement the state's nondiscrimination laws. Policy also updated to reflect **NEW LAW** (AB 987) which prohibits districts from retaliating or otherwise discriminating against a person for requesting accommodation of his/her disability or religious beliefs, regardless of whether the accommodation request was granted. New regulation includes the designation of the district's coordinator for nondiscrimination in employment, addresses measures to prevent employment discrimination and harassment, and incorporates complaint procedures and material on other remedies formerly in AR 4031 - Complaints Concerning Discrimination in Employment.

AR 4031 - Complaints Concerning Discrimination in Employment
(AR deleted)

Regulation deleted and complaint procedures incorporated into AR 4030 - Nondiscrimination in Employment.

BP 4121 - Temporary/Substitute Personnel
(BP revised)

Policy updated to reflect **NEW LAW** (AB 304) which amends the Healthy Workplaces, Healthy Families Act (AB 1522, 2014) to (1) authorize paid sick leave accrual on a basis other than one hour for each 30 hours worked, provided that the accrual is on a regular basis and the employee will have 24 hours of accrued sick leave available by the 120th calendar day of employment (new Option 2 in section "Paid Sick Leave"); (2) clarify that retired annuitants who have not reinstated to the applicable public retirement system are excluded from participation in these leave benefit provisions; and (3) provide that the district has no obligation to inquire into the purposes for which an employee uses sick leave or paid time off.

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December 2015/March 2016
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AR 4261.1 - Personal Illness/Injury Leave

(AR revised)

Policy updated to reflect **NEW LAW** (AB 304) which amends the Healthy Workplaces, Healthy Families Act to (1) authorize sick leave accrual on a basis other than one hour for each 30 hours worked, provided that the accrual is on a regular basis and the employee will have 24 hours of accrued sick leave available by the 120th calendar day of employment (new Option 2 in section "Short-Term and Substitute Employees"); (2) exclude retired annuitants who have not reinstated to the applicable public retirement system from participation in these leave benefit provisions; and (3) provide that the district has no obligation to inquire into or record the purposes for which an employee uses sick leave or paid time off.

BP/AR 5141 - Health Care and Emergencies

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW** (SB 658) which requires the principal of any school that has an automated external defibrillator (AED) to annually provide employees with information on sudden cardiac arrest, the school's emergency response plan, and the proper use of an AED and which eliminates the requirement that the principal designate the trained employees who will be available to respond to an emergency that may involve the use of an AED. Regulation also reflects provisions of SB 658 which require the district to notify the local emergency medical services agency regarding the existence, location, and type of AED acquired, require that instructions on how to use the AED be posted next to every AED, and reduce the inspection requirements to once every 90 days.

BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction

(BP revised)

Policy updated to reflect **NEW LAW** (AB 329) which requires districts to provide comprehensive sexual health education in grades 7-12 and to integrate such instruction with HIV prevention education. Policy also updated to clarify requirements related to parental consent.

BP/AR 6173 - Education for Homeless Children

(BP/AR revised)

Updated policy reflects **NEW LAW** (AB 104) which adds homeless students as a "numerically significant student subgroup" whose needs must be addressed in the district's local control and accountability plan and adds material on program evaluation. Section on "Transportation" moved to AR. Regulation revises the definition of "school of origin" to reflect **NEW LAW** (SB 445) and revises the definition of "best interest" for consistency with policy on foster youth. Regulation reflects requirements of SB 445 to immediately enroll homeless students, allow a homeless student to remain in the school of origin or matriculate to a feeder school even if the student is no longer homeless, and provide transportation to a formerly homeless student whose individualized education program indicates that transportation is a necessary related service. Section on "Applicability of Graduation Requirements" revised to reflect **NEW LAW** (SB 172) which suspends through the 2017-18 school year the requirement to pass the high school exit exam and **NEW LAW** (AB 1166) which provides that a homeless student who transfers between schools or into the district after the second year of high school must be exempted from local graduation requirements under certain conditions even after he/she ceases to be homeless and even if the district fails to provide the required notification.

BB 9150 - Student Board Members

(BB revised)

Bylaw updated to reflect **NEW LAW** (SB 532) which requires the board, upon receiving a petition from students at a high school requesting student representation on the board or preferential voting rights for a student board member, to act on the request within 60 days of receipt of the petition or at the next regularly scheduled board meeting if no meeting is held within those 60 days. Bylaw also reflects a requirement of SB 532 for a majority vote of the board at a public meeting in order to eliminate the student member position.

Board Approved: June 7, 2016

SUPERINTENDENT'S CONTRACT

The Board of Trustees believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent are to work together to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the need for stability in district administration and shall ensure the best use of district resources.

(cf. 0200 – Goals for the School District)
(cf. 2120 - Superintendent Recruitment and Selection)
(cf. 4312.1 - Contracts)
(cf. 9000 - Role of the Board)

The contract shall be reviewed by the district's legal counsel and shall, ~~at a minimum,~~ **may** include the following:

1. ~~The general duties and responsibilities of the position~~

(cf. 2110 - Superintendent Responsibilities and Duties)

12. ~~The duration~~ **Term** of the contract, which shall be for no more than four years pursuant to Education Code 35031

2. **Length of the work year and hours of work**

3. The salary, **health and welfare** benefits, and other compensation for the position

(cf. 4154/4254/4354 - Health and Welfare Benefits)

4. **Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff**

(cf. 3350 - Travel Expenses)

The contract may also address payment for professional dues and activities, the district's provision of cell phones or other technological devices, and the Superintendent's use of his/her personal vehicle.

(cf. 4040 - Employee Use of Technology)

5. **Vacation, illness and injury leave, and personal leaves**

(cf. 4161/4261/4361 - Leaves)
(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4161.2/4261.2/4361.2 - Personal Leaves)
(cf. 4161.5/4261.5/4361.5 - Military Leave)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

SUPERINTENDENT'S CONTRACT (continued)

6. General duties and responsibilities of the position

(cf. 2110 - Superintendent Responsibilities and Duties)

- 7.4: The Criteria, process, and procedure for evaluation and the conditions for reemployment

(cf. 2140 - Evaluation of the Superintendent)

8. A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board
9. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent prior to the expiration of the existing contract
10. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board in a timely manner of the requirement to give notice

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

- 11.5: The Conditions and process for termination of the contract including the maximum cash settlement that the Superintendent may receive upon if terminated ~~on~~ of the contract prior to its expiration date
12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceeding brought against the Superintendent in his/her official capacity in the performance of duties related to his/her employment

The Board shall deliberate in closed session ~~of a regular meeting~~ about the terms of the contract, **except that salary or other compensation shall be discussed in public at a regular meeting.** (Government Code 54956, 54957)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Terms of the contract shall remain confidential until the ratification process commences.

(cf. 9011 - Disclosure of Confidential/Privileged Information)

SUPERINTENDENT'S CONTRACT (continued)

The Board shall ratify the Superintendent's contract in an open meeting, which shall be reflected in the Board's minutes. Copies of the contract shall be available to the public upon request. (Government Code 53262)

(cf. 1340 – Access to District Records)

(cf. 3580 - District Records)

~~During an existing contract, the Board may reemploy the Superintendent on mutually agreed upon term and conditions. However, the Superintendent's contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the Superintendent's performance and in accordance with Government Code 35112.~~

Decision not to Reemploy

~~If the Board determines not to reemploy the Superintendent, at the expiration of his/her contract, the Board shall provide written notice to him/her at least 45 days in advance of the expiration of the term of the contract, (Education Code 35031)~~

Termination of Contract

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

~~The Board may terminate the Superintendent's contract of employment in accordance with law and applicable contract provisions. If the unexpired term of the contract is more than 18 months, the maximum cash settlement shall be no greater than the Superintendent's monthly salary multiplied by 18.~~

(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

In such an event, any cash settlement that the Superintendent may receive upon termination of the contract shall not exceed his/her monthly salary multiplied by the number of months left on the contract or, if the unexpired term of the contract is more than 18 months and the contract was executed prior to January 1, 2016, no greater than the Superintendent's monthly salary multiplied by 18. For any contract executed on or after January 1, 2016, any cash settlement shall not exceed the Superintendent's monthly salary multiplied by 12. (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the **same duration of time as covered in the settlement** ~~unexpired term of the contract up to 18 months or until the Superintendent finds other employment, whichever occurs first.~~ (Government Code 53260, 53261)

SUPERINTENDENT'S CONTRACT (continued)

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal practices, the maximum settlement shall be as determined by an administrative law judge but no greater than the Superintendent's monthly salary multiplied by six. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of his/her office or position, he/she shall reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination, and for any funds expended by the district in his/her defense against a crime involving his/her office or position. (Government Code 53243-53243.4, 53260)

*Legal Reference:*EDUCATION CODE*35031 Term of employment**41325-41329.3 Conditions of emergency apportionment*GOVERNMENT CODE*3511.1-3511.2 Local agency executives**53243-53243.4 Abuse of office**53260-53264 Employment contracts**54954 Time and place of regular meetings**54956 Special meetings**54957 Closed session personnel matters**54957.1 Closed session, public report of action taken*UNITED STATES CODE, TITLE 26*105 Self-insured medical reimbursement plan; definition of highly compensated individual*UNITED STATES CODE, TITLE 42*300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals*CODE OF FEDERAL REGULATIONS*1.105-11 Self-insured medical reimbursement plan**Management Resources:*CSBA PUBLICATIONS~~*Maximizing School Board Governance: Superintendent Evaluation, 2006*~~~~*Maximizing School Board Governance: Superintendent Selection and Employment, 2004*~~*Superintendent Contract Template, 2015*WEB SITES*CSBA- Single District Governance Services: <http://www.csba.org/sds>**Association of California School Administrators: <http://www.acsa.org>*

Policy

adopted: September 4, 2007

revised: September 16, 2014

revised: June 7, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

FREE AND REDUCED PRICE MEALS**Applications**

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. In addition, the application packet may include the notifications and information listed in Education Code 49557.2.

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3552 - Summer Meal Program)

The application form **and related information** shall be distributed **in paper form** to all parents/guardians at the beginning of each school year, ~~together with information about eligibility standards, application procedures, and appeal procedures,~~ and shall be available to students at all times during the school day. ~~This form and information shall also be provided whenever a new student is enrolled.~~ (Education Code 49520 ; 42 USC 1758 ; 48980; 7 CFR 245.5)

(cf. 5145.6 - Parental Notifications)
~~*(cf. 3550 - Food Service/Child Nutrition Program)*~~
~~*(cf. 3551 - Food Service Operations/Cafeteria Fund)*~~
~~*(cf. 3552 - Summer Meal Program)*~~

In addition, the district Application form for free and reduced price meals programs shall be available **online**. The **online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in** (Education Code 49557; ~~7 CFR 24~~).

In addition, the district Applications for free or reduced price meals programs shall be **available** to students at all times during the regular school day and shall contain the following statements: (Education Code 49557; 7 CFR 24

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

- ~~1. Applications for free or reduced price meals may be submitted at any time during a school day.~~

FREE AND REDUCED PRICE MEALS (continued)

2. ~~Students participating in the National School Lunch and School Breakfast Programs will not be overtly identified by the use of special tokens, special tickets, special serving lines, separate entrances, separate dining areas, or by any other means.~~

The application packet also shall contain:

1. ~~A notification that, if a student qualifies for free or reduced price meals, then he/she may qualify for free or reduced cost health insurance coverage~~
2. ~~A request for the applicant's consent for the student, if eligible for free school lunches, to participate in the Medi-Cal program and to have the information on the school lunch application shared with the local agency that determines eligibility under the Medi-Cal program~~
3. ~~A notification that the district will not forward the application to the agency that determines Medi-Cal eligibility without the parent/guardian's consent~~
4. ~~A notification that the application is confidential and, with the exception of forwarding the information for use in health program enrollment, will not be shared with any other governmental agency for any purpose other than the administration of the Medi-Cal program~~
5. ~~A notification that the application information will be used only by the state and local agencies that administer the Medi-Cal program and will not be shared with other government agencies, including the federal Department of Homeland Security and the Social Security Administration, except as necessary to verify information provided by the parent/guardian~~
6. ~~Information regarding the Medi-Cal program, including available services, program requirements, rights and responsibilities, and privacy and confidentiality requirements~~

(cf. 5141.6—Student Health and Social Services)

Eligibility

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meals program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

When authorized by law, participants in other federal or state programs may be directly certified, without further application, for enrollment in the free and reduced-price meals program. (Education Code 49561; 42 USC 1758)

FREE AND REDUCED PRICE MEALS (continued)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6175 - Migrant Education Program)

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If any household is to receive a reduction or termination of benefits as a result of verification activities, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for ineligibility. He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

FREE AND REDUCED PRICE MEALS (continued)**Confidentiality/Release of Records**

The Board of Trustees designates the following district employee to use individual records pertaining to student participation in the free or reduced price meal program for the purpose of disaggregation of academic achievement data or for the identification of students in any program improvement school eligible for school choice and supplemental educational services pursuant to 20 USC 6316:

~~Deputy~~ Assistant Superintendent of Business Services

In using the records for such purposes, the following conditions shall be satisfied: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meals program shall be maintained in the permanent records of any student if not otherwise allowed by law.

(cf. 5125 - Student Records)

2. Information regarding individual student participation in the free and reduced-price meals program shall not be publicly released.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

3. All other confidentiality provisions required by law shall be met.
4. Information collected regarding individual students certified to participate in the free and reduced-price meals program shall be destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

The district's plan for students receiving free or reduced price meals shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or for milk.

FREE AND REDUCED PRICE MEALS (continued)

4. The students shall not be required to use a separate dining area, go through a separate entrance, or consume their meals or milk at a different time.

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

(cf. 5145.3 - Nondiscrimination/Harassment)

When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)

Prices

The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758, 1773)

Regulation
approved: August 4, 2009
revised: June 4, 2013
revised: June 7, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

FREE AND REDUCED PRICE MEALS

The Board of Trustees recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program.

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

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 6177 - Summer Learning Programs)

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

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

Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.

The Board shall approve, and shall submit to the California Department of Education for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

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

(cf. 3555 - Nutrition Program Compliance)

(cf. 5145.3 - Nondiscrimination/Harassment)

Confidentiality/Release of Records

All applications and records related to eligibility for the free or reduced-price meals program shall be confidential **and may not be released** except as provided by law **and authorized by the Board or pursuant to a court order.** (Education Code 49558)

(cf. 5125 - Student Records)

~~If a student transfers from the district to another district or to a private school, the Superintendent or designee may release the student's eligibility status or a copy of his/her free and reduced-price meal application to the other district or school to assist in the continuation of the student's meal benefits.~~

FREE AND REDUCED PRICE MEALS (continued)

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced price meal program for the purposes of: (Education Code 49558)

1. Disaggregation of academic achievement data

(cf. 6162.51 – State Academic Achievement Tests)

2. In any school identified as a Title I program improvement school pursuant to 20 USC 6316, identification of student eligible for school choice and supplemental educational services.

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 5125 – Student Records)

(cf. 6162.51 – Standardized Testing and Reporting Program)

(cf. 6171 - Title I Programs)

(cf. 6190 – Evaluation of the Instructional Program)

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding. (Education Code 49558)

~~The Board further authorizes the release of information on the school lunch program application to the local agency that determines Medi-Cal program eligibility, provided that the student is approved for free meals and the parent/guardian consents to the sharing of information as provided by Education Code 49557.2.~~

(cf. 5141.6 - Student Health and Social Services)

~~In addition, The Superintendent or designee may release information on the school lunch program application may be released to the local agency that determines eligibility for participation in the CalFresh Medi-Cal program or other nutrition assistance program, if~~

FREE AND REDUCED PRICE MEALS (continued)

~~provided the student has been approved for free meals or, if included in the agreement with the local agency, whose information is to be released is approved for free or reduced-price meals, and his/her parent/guardian consents to the sharing of the information. He/she also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. Prior to releasing information to any such local agency, the Superintendent or designee and the local agency shall enter into a memorandum of understanding that, at a minimum, shall include the roles and responsibilities of the district and the local agency, the process for sharing the information, and a statement that the local agency may use the information only for purposes directly related to the enrollment of families in the CalFresh or other nutrition assistance program. (Education Code 49557.3, 49558)~~

After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

(cf. 5141.6 - School Health Services)

Legal Reference:

EDUCATION CODE

48980 Notice at beginning of term

49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001

49490-49494 School breakfast and lunch programs

49500-49505 School meals

49510-49520 Nutrition

49530-49536 Child Nutrition Act of 1974

49547-49548.3 Comprehensive nutrition service

49550-49560 Meals for needy students

CODE OF REGULATIONS, TITLE 5

15510 Mandatory meals for needy students

15530-15535 Nutrition education

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 20

1232g Federal Educational Rights and Privacy Act

6301-6514 Title I programs

Legal Reference: (see next page)

FREE AND REDUCED PRICE MEALS (continued)

UNITED STATES CODE, TITLE 42

1751-1769 School lunch programs

1771-1791 Child nutrition, especially:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 7

201.1-210.31 National School Lunch Program

220.10-220.21 National School Breakfast Program

245.1-245.13 Determination of eligibility for free and reduced price meals

WELFARE AND INSURANCE CODE

14005.41 Basic health care

Management Resources:

CSBA PUBLICATIONS

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS

NSD SNP-12-2015 Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, July 2015

USD-SNP-07-2010 Change in Free and Reduced-Price Meal Application Approval Process, September 2010

NSD SNP-12-2010 Clarification Regarding the Ability to Share Student Meal Program Eligibility Information Between School Food Authorities, April 2010

04-103 Implementation of Final Rule on Verification of Applications for Free and Reduced-Price Meals, August 2004

98-101 Confidentiality of Free and Reduced-Price Eligibility Information, February 1998

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Feed More Kids, Improve Program Participation

Direct Certification Implementation Checklist, May 2008

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Eligibility Manual for School Meals: Federal Policy for Determining and Verifying Eligibility, January 2008-July 2015

Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002

Eligibility Guidance for School Meals Manual, August 2001

WEB SITES

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

California Department of Education, Nutrition Division: <http://www.cde.ca.gov/ls/nu>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN: <http://www.californiaprojectlean.org>

<http://www.californiaprojectlean.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

Policy
adopted: August 4, 2009
revised: June 4, 2013
revised: June 7, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

NONDISCRIMINATION IN EMPLOYMENT

The Board of Trustees desires is determined to provide district employees and job applicants a safe, positive work environment where employees and job applicants they are assured of full and equal employment access and opportunities, protection and are free from harassment or intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. The Board prohibits district employees from discriminating against or harassing any other district employees or job applicant on the basis of the person's actual or perceived race, religion, creed religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex or sexual orientation.

(cf. 0410 – Nondiscrimination in District Programs and Activities)

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

(cf. 5145.7 – Sexual Harassment)

Prohibited discrimination consists of the taking of any adverse employment action against a person, including termination or denial of promotion, job assignment, or training, or in discriminating against the person in compensation, terms, conditions, or other privileges of employment based on any of the prohibited categories of discrimination listed above.

The Board also prohibits discrimination against any employee or job applicant in compensation, terms, conditions, and other privileges of employment and the taking of any adverse employment action, including, but not limited to, termination or the denial of employment, promotion, job assignment, or training, against an employee or job applicant based on any of the categories listed above.

(cf. 4032 - Reasonable Accommodation)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

The prohibition against **Prohibited** discrimination based on the basis of religious creed of an employee or job applicant includes any discrimination based on an the person's religious dress or grooming practices. In accordance with Government Code 12940, prohibited discrimination on the basis of religious creed also includes the district's failure to refusal to use reasonable means to accommodate an employee's or job applicant's any conflict between the person's religious belief, observance, or practice which conflicts with and an employment requirement. However, the district shall not accommodate an employee's religious dress practice or religious grooming practice if it requires segregation of the individual from other employees or the public or if it would result in a violation of this policy or any law prohibiting discrimination.

The Prohibited discrimination against discrimination based on the sex of an employee or job applicant shall include any discrimination based on an employee's or job applicant's the person's pregnancy, childbirth, breastfeeding, or any related medical conditions. (Government Code 12926, 12940)

NONDISCRIMINATION IN EMPLOYMENT (continued)

(cf. 4033—Lactation Accommodation)

Harassment consists of any unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile, or offensive work environment.

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

The Board also prohibits retaliation against any district employee or job applicant who **opposes any discriminatory employment practice by the district or its employee, agent, or representative or who** complains, testifies, assists, or in any way participates in the district's complaint procedures ~~instituted~~ pursuant to this policy. **No employee or job applicant who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted.** (Government Code 12940)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who does report such incidents from retaliation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy. He/she shall provide training and information to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels or coerces another to engage or attempt to engage in such behavior, ~~shall be in violation of this policy and~~ shall be subject to disciplinary action, up to and including dismissal.

(cf. 4117.4—Dismissal)

NONDISCRIMINATION IN EMPLOYMENT (continued)

(cf. 4118 – Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The following position is designated as Coordinator for Nondiscrimination in Employment:

Assistant Superintendent of Personnel Services
600 Sixth Street, Suite 400
Lincoln, CA 95648
(916) 645-6350

~~Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed in violation of district policy should, as appropriate, immediately contact his/her supervisor, the Coordinator, or the Superintendent who shall advise the employee or applicant about the district's procedures for filing, investigating, and resolving any such complaints.~~

~~Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with AR 4031 – Complaints Concerning Discrimination in Employment.~~

(cf. 4031 – Complaints Concerning Discrimination in Employment)

~~Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to his/her supervisor, the Coordinator, or Superintendent as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.~~

Training and Notifications

~~The Superintendent or designee shall provide training to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the district's policies and regulations regarding discrimination.~~

(cf. 4131 – Staff Development)

(cf. 4231 – Staff Development)

(cf. 4331 – Staff Development)

~~The Superintendent or designee shall regularly publicize, within the district and in the community, the district's nondiscrimination policy and the availability of complaint procedures. Such publication shall be included in each announcement, bulletin, or application form that is used in employee recruitment. (34 CFR 100.6, 106.9)~~

~~The district's policy shall be posted in all schools and offices including staff lounges and student government meeting rooms. (5 CCR 4960)~~

Legal Reference: (see next page)

NONDISCRIMINATION IN EMPLOYMENT (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

7287.6 Terms, conditions and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age discrimination in federally assisted programs

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 Compliance information

104.7 Designation of responsible employee for Section 504

104.8 Notice

106.8 Designation of responsible employee and adoption of grievance procedures

106.9 Dissemination of policy

110.1-110.39 Nondiscrimination on the basis of age

COURT DECISIONS

Thompson v. North American Stainless LP, (2011) 131 S. Ct. 863

Shephard v. Loyola Marymount (2002) 102 CalApp.4th 837

Management Resources: (see next page)

NONDISCRIMINATION IN EMPLOYMENT (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment, December 2014

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Notice of Non-Discrimination, August 2010

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Questions and Answers: Religious Discrimination in the Workplace, 2008

New Compliance Manual Section 15: Race and Color Discrimination, April 2006

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

Policy
adopted: September 4, 2007
revised: October 2, 2012
revised: September 1, 2015
revised: June 7, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

NONDISCRIMINATION IN EMPLOYMENT

Unlawful discrimination or harassment of an individual includes:

1. Slurs, epithets, threats or verbal abuse
2. Derogatory or degrading comments, descriptions, drawings, pictures or gestures
3. Unwelcome jokes, stories, teasing or taunting
4. Any other verbal, written, visual or physical conduct against the individual which:
 - a. Adversely affects his/her employment opportunities, or
 - b. Has the purpose or effect of unreasonably interfering with his/her work performance or creating an intimidating, hostile or offensive work environment

Any employee or job applicant who feels that he/she has been or is being unlawfully discriminated against or harassed should immediately contact his/her supervisor, the nondiscrimination coordinator or the Superintendent in order to obtain procedures for reporting a complaint. Such complaints shall be filed in accordance with AR 4031 - Complaints Concerning Discrimination in Employment. An employee may bypass his/her supervisor when the supervisor is the alleged offender.

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

Any supervisor who receives a discrimination/harassment complaint shall immediately notify the nondiscrimination coordinator or the Superintendent, who shall ensure that the complaint is appropriately investigated in accordance with district policy and regulations.

The Superintendent or designee shall ensure that annual training is provided to all employees regarding the issues of discrimination.

NONDISCRIMINATION IN EMPLOYMENT

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to coordinate the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Assistant Superintendent of Personnel Services*(position title)***600 Sixth Street, Suite 400, Lincoln, CA 95648***(address)***(916 645-6350***(telephone number)***gsimon@wpusd.k12.ca.us***(e-mail)***Measures to Prevent Discrimination**

To prevent unlawful discrimination, harassment, and retaliation against district employees, volunteers, interns, and job applicants, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, to employees, volunteers, interns, job applicants, and the general public by: (5 CCR 4960; 34 CFR 100.6, 106.9)
 - a. Including them in each announcement, bulletin, or application form that is used in employee recruitment
 - b. Posting them in all district schools and offices, including staff lounges and other prominent locations
 - c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available
2. Provide to employees a handbook that contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to anyone who feels that he/she has been the victim of any discriminatory or harassing behavior

*(cf. 1113 - District and School Web Sites)**(cf. 1114 - District-Sponsored Social Media)**(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

NONDISCRIMINATION IN EMPLOYMENT (continued)

3. Provide training to employees, volunteers, and interns regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

4. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law

Complaint Procedure

Any complaint by an employee or job applicant alleging discrimination or harassment shall be addressed in accordance with the following procedures:

1. **Notice and Receipt of Complaint:** A complainant who is an employee shall inform his/her supervisor. However, if the supervisor is the person against whom the employee is complaining, the employee shall inform the coordinator or the Superintendent. A job applicant shall inform the coordinator or the Superintendent or designee.

The complainant may file a written complaint in accordance with this procedure, or if he/she is an employee, may first attempt to resolve the situation informally with his/her supervisor.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

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

(cf. 4032 - Reasonable Accommodation)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

NONDISCRIMINATION IN EMPLOYMENT (continued)

2. **Investigation Process:** The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the allegations will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

(cf. 3580 - District Records)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

If the coordinator determines that a detailed fact-finding investigation is necessary, he/she shall begin the investigation immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

When necessary to carry out his/her investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents do not occur. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. **Written Report on Findings and Corrective Action:** No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the complainant and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report also shall include any corrective action(s) that have been or will be taken to address the behavior, correct the effect on the complainant, and ensure that retaliation or further discrimination or harassment does not occur.

NONDISCRIMINATION IN EMPLOYMENT (continued)

The report shall be presented to the complainant, the person accused, and the Superintendent or designee.

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 9321 - Closed Session Purposes and Agendas)

Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960
2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

Regulation
approved: September 4, 2007
revised: June 7, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT

Any complaint by an employee or job applicant alleging discrimination or harassment shall be addressed in accordance with the following procedures:

1. *Notice and Receipt of Complaint:* Any employee or job applicant (the "complainant") who believes he/she has been subjected to prohibited discrimination or harassment shall promptly inform his/her supervisor, the district's Coordinator for Nondiscrimination in Employment, or the Superintendent.

The complainant may file a written complaint in accordance with this procedure, or if he/she is an employee, may first attempt to resolve the situation informally with his/her supervisor.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the Coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

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

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

2. *Investigation Process:* The Coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five school days of receiving notice of the behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The Coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The Coordinator shall inform the complainant that the allegations will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

(cf. 3580 - District Records)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

If the Coordinator determines that a detailed fact-finding investigation is necessary, he/she shall begin the investigation immediately. As part of this investigation, the Coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT

When necessary to carry out his/her investigation or to protect employee or student safety, the Coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The Coordinator also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents do not occur. The Coordinator shall ensure that such interim measures do not constitute retaliation.

3. *Written Report on Findings and Corrective Action:* No more than 30 days after receiving the complaint, the Coordinator shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the Coordinator shall notify the complainant and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report also shall include any corrective action(s) that have been or will be taken to address the behavior, correct the effect on the complainant, and ensure that retaliation or further discrimination or harassment does not occur.

The report shall be presented to the complainant, the person accused, and the Superintendent or designee.

4. *Appeal to the Governing Board:* The complainant or the person accused may appeal any findings to the Board within 10 working days of receiving the written report of the Coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 working days.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session Purposes and Agendas)

Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may also file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)
2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

GOVERNMENT CODE

12920-12921 Nondiscrimination

12940-12948 Discrimination prohibited; unlawful practices, generally

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2001d-2001d-7 Title VI, Civil Rights Act of 1964

2001e-2001e-17 Title VII, Civil Rights Act of 1964 as amended

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

2001h-2-2001h-6 Title IX, of the Civil Rights Act of 1964

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

106.8 Designation of responsible employee for Title IX

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICAITONS

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

Regulation

approved: September 4, 2007

revised: October 2, 1012

revised: June 7, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

TEMPORARY/SUBSTITUTE PERSONNEL

The Governing Board recognizes that substitute and temporary personnel perform an essential role in promoting student achievement and desires to employ highly qualified, appropriately credentialed employees to fill such positions.

(cf. 4112.2 - Certification)

Hiring

The Superintendent or designee shall recommend candidates for substitute or temporary positions for Board approval, and shall ensure that all substitute and temporary employees are assigned in accordance with law and the authorizations specified in their credential.

(cf. 4113 - Assignment)

Substitute personnel may be employed on an on-call, day-to-day basis.

In addition, after September 1 of any school year, the Board may employ substitute personnel for the remainder of the school year for positions for which no regular employee is available. The district shall first demonstrate to the Commission on Teacher Credentialing the inability to acquire the services of a qualified regular employee. (Education Code 44917)

(cf. 4117.14/4317.14 - Postretirement Employment)

Permanent or probationary certificated employees who were laid off pursuant to Education Code 44955 and who have a preferred right of reappointment shall be given priority for substitute service in the order of their original employment. (Education Code 44956, 44957)

(cf. 4117.3 - Personnel Reduction)

Classification

At the time of initial employment and each July thereafter, the Board shall classify substitute and temporary employees as such. (Education Code 44915, 44916)

The Board may classify as substitute personnel a teacher hired to fill the position of a regularly employed person who is absent from service. (Education Code 44917)

To address the need for additional certificated employees when regular district employees are absent due to leaves or long-term illness, the Board may classify a teacher who is employed for at least one semester and up to one complete school year as a temporary employee. Any person whose service begins in the second semester and before March 15 may be classified as a temporary employee even if employed for less than a semester. The Board shall determine the number of persons who shall be so employed, which shall not exceed the identified need based on the absence of regular employees. (Education Code 44920)

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

The Board also shall classify as temporary employees those certificated persons, other than substitute employees, who are employed to:

1. Serve from day to day during the first three months of any school term to teach temporary classes which shall not exist after that time, or perform any other duties which do not last longer than the first three months of any school term (Education Code 44919)
2. Teach in special day and evening classes for adults or in schools of migratory population for not more than four months of any school term (Education Code 44919)

(cf. 6175 - Migrant Education Program)

(cf. 6200 - Adult Education)

3. Serve in a limited assignment supervising student athletic activities provided such assignments have first been made available to teachers presently employed in the district (Education Code 44919)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

4. Serve in a position for a period not to exceed 20 working days in order to prevent the stoppage of district business during an emergency when persons are not immediately available for probationary classification (Education Code 44919)
5. Serve only for the first semester because the district expects a reduction in student enrollment during the second semester due to mid-year graduations (Education Code 44921)

For purposes of classifying employees pursuant to item #1 or #2 above, the school year shall not be divided into more than two school terms. (Education Code 44919)

Any employee hired to provide services in a categorically funded program or project may be employed for a period less than a full school year. He/she may be classified as a temporary employee if the period of employment will end at the expiration of that program or project. (Education Code 44909)

Salary and Benefits

The Board shall adopt and make public a salary schedule setting the daily or pay period rate(s) for substitute employees for all categories or classes of certificated employees of the district. (Education Code 44977, 45030)

Temporary employees shall participate in the health and welfare plans or other fringe benefits of the district.

TEMPORARY/SUBSTITUTE PERSONNEL (continued)*(cf. 4140/4240/4340 - Bargaining Units)**(cf. 4154/4254/4354 - Health and Welfare Benefits)***Paid Sick Leave**

Except for a retired annuitant who is not reinstated to the retirement system, any temporary or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

~~Any temporary or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Such employee may begin to use accrued paid sick days on the 90th day of his/her employment, after which he/she may use the sick days as they are accrued. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)~~

A temporary or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. **His/her own need or the need of a family member**, as defined in Labor Code 245.5 ~~The for the~~ diagnosis, care, or treatment of an existing health condition ~~of~~ or **for** preventive care ~~for, the employee or~~
2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking

*(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)**(cf. 4261.1 - Personal Illness/Injury Leave)*

No employee shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against any employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249. The Superintendent or designee shall display a poster containing required information, provide notice to eligible employees of their sick leave rights, keep of records of employees' use of sick leave for three years, and comply with other requirements specified in Labor Code 245-249 and in AR 4161.1/4361.1 - Personal Illness/Injury Leave.

TEMPORARY/SUBSTITUTE PERSONNEL (continued)**Release from Employment/Dismissal**

The Board may dismiss a substitute employee at any time at its discretion. (Education Code 44953)

The Board may release a temporary employee at its discretion if the employee has served less than 75 percent of the number of days the regular schools of the district are maintained during one school year. After serving 75 percent of the number of days that district schools are maintained during one school year, a temporary employee may be released as long as he/she is notified, before the last day of June, of the district's decision not to reelect him/her for the following school year. (Education Code 37200, 44954)

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

Reemployment as a Probationary Employee

Unless released from employment pursuant to Education Code 44954, any person employed for one complete school year as a temporary employee shall, if reemployed for the following school year in a vacant position requiring certification qualifications, be classified as a probationary employee. With the exception of on-call, day-to-day substitutes, if a temporary or substitute employee performs the duties normally required of certificated employees for at least 75 percent of the number of days the regular schools of the district were maintained in that school year and is then employed as a probationary employee for the following school year, his/her previous employment as a temporary or substitute employee shall be credited as one year's employment as a probationary employee for purposes of acquiring permanent status. (Education Code 44917, 44918, 44920)

(cf. 4116 - Probationary/Permanent Status)

Vacant position means a position in which the employee is qualified to serve and which is not filled by a permanent or probationary employee. It shall not include a position which would be filled by a permanent or probationary employee except for the fact that such employee is on leave. (Education Code 44920, 44921)

A temporary employee hired pursuant to item #1 or #2 in the section "Classification" above shall be classified as a probationary employee if the duties continue beyond the time limits of the assignment. (Education Code 44919)

A person employed pursuant to item #5 in the section "Classification" above who is then continued in employment beyond the first semester shall be classified as a probationary employee for the entire school year and shall be reemployed to fill any vacant positions in the district for which he/she is certified. Preference for available positions shall be determined by the Board as prescribed by Education Code 44845 and 44846. (Education Code 44921)

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

With the exception of on-call, day-to-day substitutes, any temporary or substitute employee who was released pursuant to Education Code 44954 but who has nevertheless served in a certificated position in the district for at least 75 percent of each of two consecutive school years shall receive first priority if the district fills a vacant position for the subsequent school year at the grade level at which the employee served during either year. In the case of a departmentalized program, the employee shall have taught the subject matter in which the vacant position occurs. (Education Code 44918)

*Legal Reference:*EDUCATION CODE

22455.5 Provision of retirement plan information to potential members
 22515 Irrevocable election to join retirement plan
 37200 School calendar
 44252.5 State basic skills assessment required for certificated personnel
 44300 Emergency teaching or specialist permits
 44830 Employment of certificated persons; requirements of proficiency in basic skills
 44839.5 Employment of retirant
 44845 Date of employment
 44846 Criteria for reemployment preferences
 44909 Employees providing services through categorically funded programs
 44914 Substitute and probationary employment computation for classification as permanent employee
 44915 Classification of probationary employees
 44916 Time of classification; statement of employment status
 44917 Classification of substitute employees
 44918 Substitute or temporary employee deemed probationary employee; reemployment rights
 44919 Classification of temporary employees
 44920 Employment of certain temporary employees; classifications
 44921 Employment of temporary employees; reemployment rights (unified and high school districts)
 44953 Dismissal of substitute employees
 44954 Release of temporary employees
 44955 Layoff of permanent and probationary employees
 44956 Rights of laid-off permanent employees to substitute positions
 44957 Rights of laid-off probationary employees to substitute positions
 44977 Salary schedule for substitute employees
 45030 Substitutes
 45041 Computation of salary
 45042 Alternative method of computation for less than one school year
 45043 Compensation for employment beginning in the second semester
 56060-56063 Substitute teachers in special education

Legal Reference continued: (see next page)

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

GOVERNMENT CODE

3540.1 *Educational Employment Relations Act, definitions*

LABOR CODE

220 *Sections inapplicable to public employees*

230 *Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off*

230.1 *Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off*

233 *Illness of child, parent, spouse or domestic partner*

234 *Absence control policy*

245-249 *Healthy Workplaces, Healthy Families Act of 2014*

CODE OF REGULATIONS, TITLE 5

5502 *Filing of notice of physical examination for employment of retired person*

5503 *Physical examination for employment of retired persons*

5590 *Temporary athletic team coach*

80025-80025.5 *Emergency substitute teaching permits*

COURT DECISIONS

McIntyre v. Sonoma Valley Unified School District (2012) 206 Cal.App.4th 170

Stockton Teachers Association CTA/NEA v. Stockton Unified School District (2012) 204 Cal.App.4th 446

Neily v. Manhattan Beach Unified School District, (2011) 192 Cal.App.4th 187

California Teachers Association v. Vallejo City Unified School District, (2007) 149 Cal.App.4th 135

Bakersfield Elementary Teachers Assn. v. Bakersfield City School District, (2006) 145 Cal.App.4th 1260, 1277

Kavanaugh v. West Sonoma Union High School District, (2003) 29 Cal.4th 911

Management Resources:

WEB SITES

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

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

PERSONAL ILLNESS/INJURY LEAVE

Classified employees employed five days per week are entitled to 12 days leave of absence, with full pay, for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time) shall be granted sick leave in proportion to the time they work, except when the sick leave will be less than the district grants short-term or substitute employees pursuant to Labor Code 246. (Education Code 45191; Labor Code 245-249)

(cf. 4161/4261 - Leaves)

Use of Sick Leave

A classified employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact with other persons having a contagious disease during the employee's performance of his/her duties (Education Code 45199)

2. Pregnancy, childbirth and recovery (Education Code 45193)

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

3. Personal necessity as specified in Education Code (Education Code 45207)

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

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

5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 45192)

(cf. 4261.11 - Industrial Accident/Illness Leave)

6. ~~Illness of the employee's child, parent, spouse, registered domestic partner or domestic partner's child for up to the amount of leave that would be accrued during six months for personal illness or injury (Labor Code 233).~~ **In any calendar year, an employee may use the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement for the following: (Labor Code 233, 245.5, 246.5)**

- a. **Need of the employee or his/her family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care**

PERSONAL ILLNESS/INJURY LEAVE (continued)

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

- ~~7. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or his/her family member as defined in Labor Code 245.5 (Labor Code 246.5)~~
- ~~8. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 246.5)~~

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave until he/she has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

~~At the beginning of each school year, each classified employee shall be notified of the amount of sick leave which he/she has accumulated.~~

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

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

The Superintendent or designee shall notify any classified employee who leaves the district after at least one school year of employment that if the employee accepts employment in another district, county office of education, or community college district within one year, he/she may request that the district transfer his/her accumulated sick leave to the new employer. (Education Code 45202)

~~(cf. 4112.9/4212.9/4312.9—Employee Notifications)~~

PERSONAL ILLNESS/INJURY LEAVE (continued)**Notification of Absence**

An employee shall notify the Superintendent or the designated manager or supervisor of his/her need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which he/she intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

Each year, regular classified employees shall be credited with no fewer than 100 working days of paid sick leave for personal illness or injury, including current-year and accumulated days of leave. When the current year and accumulated days at full pay are exhausted, the remainder of the 100 days shall be compensated at 50 percent of the employee's regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. (Education Code 45196)

~~After a permanent employee who is absent because of nonindustrial accident or illness has exhausted all available sick leave, vacation, compensatory overtime and any other paid leave, he/she shall be so notified in writing and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. Total leave so granted shall not exceed 18 months. (Education Code 45195)~~

~~When a classified employee has exhausted all available leaves, paid or unpaid, and is still not able to resume his/her duties, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes able, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. The employee's reemployment shall take preference over all other applicants except those laid off for lack of work or funds, in which case the employee shall be ranked according to his/her seniority. (Education Code 45195)~~

Extension of Leave

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The

PERSONAL ILLNESS/INJURY LEAVE (continued)

Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

(cf. 4216 - Probationary/Permanent Status)

If the employee is still unable to resume his/her duties after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes able to resume the duties of his/her position, he/she shall be offered reemployment in the first vacancy in the classification of his/her previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to his/her seniority. (Education Code 45195)

Verification Requirements

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may, at any time, require additional written verification by the employee's physician or practitioner. Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny additional leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

PERSONAL ILLNESS/INJURY LEAVE (continued)

Before returning to work, an employee who has been absent for surgery, hospitalization or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return and stipulating any recommended restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Short-Term and Substitute Employees

Except for a retired annuitant who is not reinstated to the retirement system, any short-term or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked.

Such employee may begin to use accrued paid sick days on the 90th day of his/her employment, after which he/she may use the sick days as they are accrued. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

A short-term or substitute employee may use accrued sick leave for absences due any condition specified in item #7 or #8 above. (Labor Code 246.5)

1. **His/her own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care**
2. **Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking**

Healthy Workplaces, Healthy Families Act Requirements

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days

PERSONAL ILLNESS/INJURY LEAVE (continued)

- b. The amount of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting or using sick leave is prohibited by law and an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
 3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

(cf. 4112.9/4212.9/4312.9 – *Employee Notifications*)

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference:

EDUCATION CODE

45103 *Substitute employees*

45190 *Leaves of absence and vacations*

45191 *Leaves of absence for illness and injury*

45193 *Leave of absence for pregnancy (re use of sick leave under certain circumstances)*

45195 *Additional leave for nonindustrial accident or illness; reemployment preference*

45196 *Salary; deductions during sick leave*

45202 *Transfer of accumulated sick leave and other benefits*

LABOR CODE

230 *Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off*

230.1 *Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off*

233 *Illness of child, parent, spouse or domestic partner*

245-249 *Healthy Workplaces, Healthy Families Act of 2014*

COURT DECISIONS

California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957

California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th 510

ATTORNEY GENERAL OPINIONS

53 Ops. Cal. Atty. Gen. 111 (1970)

Regulation
approved: September 4, 2007
revised: October 6, 2015
revised: June 7, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

HEALTH CARE AND EMERGENCIES**Emergency Contact Information**

In order to facilitate contact in case of an emergency or accident, parents/guardians shall furnish the principal or designee with the information specified below:

1. Home address and telephone number
2. Parent/guardian's business address and telephone number
3. Parent/guardian's cell phone number and e-mail address, if applicable
4. Name, address, and telephone number of a relative or friend to whom the student may be released and who is authorized by the parent/guardian to care for the student in cases of emergency or when the parent/guardian cannot be reached
5. Local physician to call in case of emergency

(cf. 5021 - Noncustodial Parents)

(cf. 5142 - Safety)

In addition, parents/guardians shall be encouraged to notify the school whenever their emergency contact information changes.

Notification/Consent for Medical Treatment

Whenever a student requires emergency or urgent medical treatment while at school or a school-sponsored activity, the principal or designee shall contact the parent/guardian or other person identified on the emergency contact form in order to obtain consent for the medical treatment.

If the student's parent/guardian or other contact person cannot be reached to provide consent, the principal may seek reasonable medical treatment for the student as needed, unless the parent/guardian has previously filed with the district a written objection to any medical treatment other than first aid.

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

A person who files with the district a completed caregiver's authorization affidavit pursuant to Family Code 6550-6552 shall have the right to consent to or refuse school-related medical care on behalf of the student. The caregiver's authorization shall be invalid if the district receives notice ~~from the caregiver~~ that the minor student is no longer living with the caregiver or if the **Superintendent or designee has actual knowledge of facts contrary to those stated on the affidavit.** (Family Code 6550)

HEALTH CARE AND EMERGENCIES (continued)

(cf. 5111.1 - District Residency)

The caregiver's consent to medical care shall be superseded by any contravening decision of the parent or other person having legal custody of the student, provided that this contravening decision does not jeopardize the student's life, health, or safety. (Family Code 6550)

Automated External Defibrillators

When an automated external defibrillator (AED) is placed in a district school, the Superintendent or designee shall **notify an agent of the local emergency medical services agency of the existence, location, and type of AED acquired.** ~~ensure that there is a written plan in place which describes the procedures to be followed in the event of an emergency that may involve the use of an AED; including, but not limited to, requirements for immediate notification of the 911 emergency telephone number and trained office personnel at the start of the procedures.~~ (Health and Safety Code 1797.196, **1797.200**)

The Superintendent or designee shall **ensure that any AED placed at a district school is maintained and tested according to the operation and maintenance guidelines set forth by the manufacturer.** ~~annually provide school employees a brochure that describes the proper use of an AED and is approved in content and style by the American Heart Association or American Red Cross. Similar information shall be posted next to every AED. In addition, school employees shall be notified annually of the location of all AED units on campus.~~ (Health and Safety Code 1797.196)

(cf. 0450 - Comprehensive Safety Plan)

~~The principal shall designate the trained employees who shall be available to respond to an emergency that may involve the use of any district school with an AED shall annually provide to school employees that describes: during the hours of classroom instruction or when a school-sponsored activity is occurring on school grounds.~~ (Health and Safety Code 1797.196)

1. **Sudden cardiac arrest**
2. **The school's emergency response plan**
3. **The proper use of an AED**

~~The Superintendent or designee shall ensure that all AEDs are maintained and regularly tested in accordance with applicable laws and the operation and maintenance guidelines set forth by the manufacturer, American Heart Association, and American Red Cross.~~ (Health and Safety Code 1797.196)

HEALTH CARE AND EMERGENCIES (continued)

Instructions on how to use the AED, in no less than 14-point type, shall be posted next to every AED. In addition, school employees shall be notified annually of the location of all AED units on campus. (Health and Safety Code 1797.196)

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

Each AED shall be checked for readiness **at least biannually and after each use. and at least every 30 days if the AED has not been used in the preceding 30 days.** **In addition, the Superintendent or designee shall ensure that an inspection is made of all AEDs at least every 90 days for potential issues related to operability of the device, including a blinking light or other obvious defect that may suggest tampering or that another problem has arisen with the functionality of the AED.** The Superintendent or designee shall maintain records of these checks. (Health and Safety Code 1797.196)

(cf. 3580 - District Records)

Regulation
approved: September 4, 2007
revised: October 20, 2015
revised: June 7, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

HEALTH CARE AND EMERGENCIES

The Board of Trustees recognizes the importance of taking appropriate action whenever an emergency threatens the safety, health, or welfare of a student at school or during school-sponsored activities.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.23 - Infectious Diseases)

(cf. 5142 - Safety)

The Superintendent or designee shall develop procedures to ensure that first aid and/or medical attention is provided as quickly as possible when student accidents and injuries occur and that parents/guardians are notified as appropriate.

(cf. 3530 - Risk Management/Insurance)

(cf. 5143 - Insurance)

(cf. 6145.2 - Athletic Competition)

The Superintendent or designee shall ask parents/guardians to provide emergency contact information in order to facilitate communication in the event of an accident or illness.

District staff shall appropriately report and document student accidents.

“Do Not Resuscitation” Orders

The Board believes that staff members should not be placed in the position of determining whether or not to follow any parental or medical “do not resuscitate” orders. Staff shall not accept or follow any such orders **except under the specific written direction of the Superintendent or designee.** ~~unless they have been informed by~~ The Superintendent or designee **may only direct a staff member to follow a “do not resuscitate”** ~~that the request to accept such an order if he/she has been submitted to the Superintendent or designee, signed by the~~ **received a written parent/guardian authorization, with an authorized health care provider** ~~and supported by a written statement, from the student's physician and an order from an appropriate court.~~

The Superintendent or designee shall ensure that all parents/guardians **who have submitted a “do not resuscitate” order** are informed of this policy.

Automated External Defibrillators

The Board authorizes the Superintendent or designee to place automated external defibrillators (AEDs) at designated school sites for use by school employees in an emergency.

HEALTH CARE AND EMERGENCIES (continued)

The Superintendent or designee shall develop guidelines for employees regarding these devices and shall ensure that employees receive information that describes sudden cardiac arrest, the school's emergency response plan, and the proper use of an AED. The guidelines shall also specify the placement, security, and maintenance of the AED.

The authorization of AEDs in district schools shall not be deemed to create a guarantee that an AED will be present or will be used in the case of an emergency, or that a trained employee will be present and/or able to use an AED in an emergency, or that the AED will operate properly.

*Legal Reference:*EDUCATION CODE

32040-32044 First aid equipment

49300-49307 School safety patrols

49407 Liability for treatment

49408 Emergency information

49409 Athletic events; physicians and surgeons; emergency medical care; immunity

49417 Automated external defibrillators

49470 Medical and hospital services for athletic program

49471 Medical and hospital services not provided or available

49472 Medical and hospital services for pupils

49474 Ambulance services

51202 Instruction in personal and public health and safety

CIVIL CODE

1714.21 Defibrillators; CPR; immunity from civil liability

FAMILY CODE

6550-6552 Caregivers

HEALTH AND SAFETY CODE

1797.196 Automatic external defibrillators, immunity from civil liability

1797.200 Emergency medical services agency

1799.102 Personal liability immunity

CODE OF REGULATIONS, TITLE 8

5193 California Bloodborne Pathogens Standard

CODE OF REGULATIONS, TITLE 22

100031-100042 Automated external defibrillators

*Management Resources:*WEB SITESAmerican Heart Association: <http://www.americanheart.org>American Red Cross: <http://www.redcross.org>California Department of Health Services: <http://www.dhs.ca.gov>

Policy

adopted: September 4, 2007

revised: June 7, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION

~~The Board of Trustees recognizes that accurate information about family life and human sexuality may contribute to a decreased risk for sexually transmitted diseases or unintended pregnancies. The Board also recognizes that Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS) pose a public health crisis and that education is a necessary component for helping to slow the spread of this disease. The Board therefore desires to provide a well-planned sequence of instruction on comprehensive sexual health and HIV/AIDS prevention.~~

The Governing Board desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction on comprehensive sexual health and human immunodeficiency virus (HIV) prevention. The district's educational program shall provide students with the knowledge and skills necessary to protect them from sexually transmitted infections and unintended pregnancy and to have healthy, positive, and safe relationships and behaviors. The district's educational program shall also promote understanding of sexuality as a normal part of human development and the development of healthy attitudes and behaviors concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family.

(cf. 5030 - Student Wellness)

(cf. 6142.8 - Comprehensive Health Education)

Comprehensive sexual health education and HIV prevention education shall be offered to all students in grades 7-12, including at least once in junior high or middle school and at least once in high school. (Education Code 51934)

The district's curriculum shall be based on medically accurate and factual information and shall help students understand the biological, psychological, social, moral, and ethical aspects of human sexuality. The district's program shall comply with the requirements of law and administrative regulation and shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.25 - Availability of Condoms)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6142.8 - Comprehensive Health Education)

~~*(cf. 6143 - Courses of Study)*~~

The Superintendent or designee may appoint a coordinator and/or an advisory committee regarding the district's comprehensive sexual health and HIV prevention curriculum. The advisory committee shall represent a divergence of viewpoints and may participate in planning, implementing, and evaluating the district's program.

(cf. 1220 - Citizen Advisory Committees)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)**Parent/Guardian Notification and Excuse**

At the beginning of each school year, or at the time of a student's enrollment, parents/guardians shall be notified about instruction in comprehensive sexual health education and HIV/AIDS prevention education, as well as research on student health behaviors and risks, planned for the coming year. The notice shall advise parents/guardians: (Education Code 48980, 51938)

1. That written and audiovisual educational materials to be used in comprehensive sexual health and HIV/AIDS prevention education are available for inspection
2. That parents/guardians may request in writing that their child not receive comprehensive sexual health or HIV/AIDS prevention education
3. That parents/guardians have a right to request a copy of Education Code 51930-51938
4. Whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by district personnel or outside consultants

If the district chooses to use outside consultants or to hold an assembly with guest speakers to teach the comprehensive sexual health or HIV/AIDS prevention education, the notification shall include: (Education Code 51938)

- a. The date of the instruction
- b. The name of the organization or affiliation of each guest speaker
- c. Information stating the right of the parent/guardian to request a copy of Education Code 51933-51934

If the arrangements for instruction by outside consultants or guest speakers are made after the beginning of the school year, the district shall notify parents/guardians by mail or another commonly used method of notification no fewer than 14 days before the instruction is given. (Education Code 51938)

(cf. 5145.6 - Parental Notifications)

5. All materials used for instruction shall be available for inspection by parents/guardians at reasonable times and places prior to the onset of instruction, to the extent feasible. The above notification shall inform parents/guardians of their right to inspect these materials. (Education Code 51550, 51820)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

The district may administer to students in grades 7-12 anonymous, voluntary, and confidential research and evaluation instruments, including tests and surveys, containing age-appropriate questions about their attitudes or practices relating to sex. Prior to administering such a research and evaluation instrument, parents/guardians shall be provided written notice of the administration. Parents/guardians shall be given an opportunity to review the research instrument and to request in writing that their child not participate. (Education Code 51938)

Parents/guardians shall be asked to sign and return to the school an acknowledgment that they have received the notification.

(cf. 5022 - Student and Family Privacy Rights)

Upon written request, a parent/guardian may excuse his/her child from participating in comprehensive sexual health or HIV/AIDS prevention education or from participating in questionnaires or surveys regarding health behaviors and risks. Students so excused by their parents/guardians shall be given an alternative educational activity. (Education Code 51240, 51939)

A student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian declines to permit the student to receive the instruction. (Education Code 51939)

Legal Reference: (see next page)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

335544 Inclusion of sexual harassment and violence in health curriculum framework

48980 Notice at beginning of term

51202 Instruction in personal and public health and safety

51210.8 Health education curriculum

51225.35 Instruction in sexual harassment and violence; districts that require health education for graduation

51240 Excuse from instruction due to religious beliefs

51513 Materials containing questions about beliefs or practices

51930-51939 Comprehensive Sexual Health and HIV/AIDS Prevention Education Act

67386 Student safety; affirmative consent standard

HEALTH AND SAFETY CODE

1255.7 Parents surrendering physical custody of a baby

PENAL CODE

243.4 Sexual battery

261.5 Unlawful sexual intercourse

271.5 Parents voluntarily surrendering custody of a baby

UNITED STATES CODE, TITLE 20

1232h Protection of Student Rights

7906 Sex education

Management Resources:

CSBA PUBLICATIONS

Promoting Healthy Relationships for Adolescents: Board Policy Considerations, Governance Brief, August 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade 12, 2008

Health Framework for California Public Schools: Kindergarten through Grade 12, 2003

WEB SITES

California Department of Education, Sex Education and HIV/STD Instruction:

<http://www.cde.ca.gov/ls/he/se/>

California Department of Health Services: <http://www.dhs.ca.gov>

California Department of Social Services: <http://www.dss.cahwnet.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Safe Schools Coalition: <http://www.casafeschools.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Policy

adopted: September 4, 2007

revised: June 7, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

EDUCATION FOR HOMELESS CHILDREN

The Board of Trustees desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for these students **them** to meet the same challenging academic standards as other students.

(cf. 6011 - Academic Standards)

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way.

(cf. 3553 - Free and Reduced Price Meals)

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)

(cf. 0460 - Local Control and Accountability Plan)

At least annually, the Superintendent or designee shall report to the Board on outcomes for homeless students, which may include, but are not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to better support the education of homeless students.

(cf. 5111.13 - Residency for Homeless Children)

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Transportation

~~The district shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the district and the parent/guardian requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)~~

(cf. 3250 - Transportation Fees)

EDUCATION FOR HOMELESS CHILDREN

(cf. 3541—Transportation Routes and Services)

Legal Reference:

EDUCATION CODE

~~1980-1986 County community schools~~

2558.2 Use of revenue limits to determine average daily attendance of homeless children

39807.5 Payment of transportation costs by parents

48850 Educational rights; participation in extracurricular activities

48852.5 Notice of educational rights of homeless students

48852.7 Enrollment of homeless students

48915.5 Recommended expulsion, homeless student with disabilities

48918.1 Notice of recommended expulsion

51225.1-51225.3 Graduation requirements

52060-52077 Local control and accountability plan

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

Management Resources:

CALIFORNIA CHILD WELFARE COUNCIL

Partial Credit Model Policy and Practice Recommendations

CALIFORNIA DEPARTMENT OF EDUCATION

Homeless Education Dispute Resolution Process, January 30, 2007

NATIONAL CENTER FOR HOMELESS EDUCATION PUBLICATIONS

Homeless Liaison Toolkit, 2013

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Education for Homeless Children and Youth Program, Non-Regulatory Guidance, July 2004

WEB SITES

California Department of Education, Homeless Children and Youth Education:

<http://www.cde.ca.gov/sp/hs/cy>

National Center for Homeless Education at SERVE: <http://www.serve.org/nche>

National Law Center on Homelessness and Poverty: <http://www.nlchp.org>

U.S. Department of Education: <http://www.ed.gov/programs/homeless/index.html>

Policy

adopted: March 17, 2008

revised: June 7, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

EDUCATION FOR HOMELESS CHILDREN**Definitions**

Homeless students means students who lack a fixed, regular, and adequate nighttime residence and includes: (**Education Code 48852.7**; 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement

(*cf. 6173.1 - Education for Foster Youth*)

2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings
3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
4. Migratory children who qualify as homeless because the children are living in conditions described in (1)-(3) above
5. Unaccompanied youth who are not in the physical custody of a parent or guardian

School of origin means the school that the student attended when permanently housed or the school in which the student was last enrolled. **If the school the homeless student attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that he/she attended within the preceding 15 months and with which he/she is connected, the district liaison shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which school shall be deemed the school of origin.** (**Education Code 48852.742** USC 11432)

~~*Best interest* means, to the extent feasible, continuing a student's enrollment in the school of origin for the duration of his/her homelessness, except when doing so is contrary to the wishes of his/her parent/guardian. (42 USC 11432)~~

***Best interest* means that, in making educational and school placement decisions for a homeless student, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 42 USC 11432)**

EDUCATION FOR HOMELESS CHILDREN (continued)

~~Unaccompanied youth means a youth not in the physical custody of a parent or guardian. (42 USC 11434(a))~~

District Liaison

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

District Liaison
600 Sixth Street, Suite 400
Lincoln, CA 95648
916-645-6350

The district's liaison for homeless students shall ensure that: (**Education Code 48852.5**; 42 USC 11432)

1. **Ensure that H**homeless students are identified by school personnel and through coordinated activities with other entities and agencies

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)

(cf. 3553 - Free and Reduced-Price Meals)

(cf. 5141.6 - Student Health and Social Services)

2. **Ensure that H**homeless students enroll in, and have a full and equal opportunity to succeed in, district schools
3. **Ensure that H**homeless families and students receive educational services for which they are eligible
4. **Inform P**parents/guardians ~~are informed~~ of the educational and related opportunities available to their children and **ensure that they** are provided with meaningful opportunities to participate in the education of their children

(cf. 5145.6 - Parental Notifications)

5. **Disseminate N**notice of the educational rights of homeless children ~~is disseminated~~ **students in district schools that provide services to homeless and** at places where ~~they children~~ receive services, such as schools, **family** shelters, and **hunger relief agencies** (soup kitchens)
6. **Mediate E**enrollment disputes ~~are mediated~~ in accordance with law, Board policy, and administrative regulation

EDUCATION FOR HOMELESS CHILDREN (continued)

7. **Fully inform P**parents/guardians ~~are fully informed~~ of all transportation services

(cf. 3250 - Transportation Fees)

(cf. 3541 - Transportation Routes and Services)

8. When notified pursuant to Education Code 48918.1, assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in his/her expulsion

(cf. 5144.1 - Suspension and Expulsion/Due Process)

9. When notified pursuant to Education Code 48915.5, participate in an individualized education program team meeting to make a manifestation determination regarding the behavior of a student with a disability

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159 – Individualized Education Program)

10. Assist a homeless student to obtain records necessary for his/her enrollment into or transfer out of district schools, including immunization, medical, and academic records

Enrollment

The district shall make placement decisions for homeless students shall be based on the student's best interest. **(42 USC 11432)**

When making a placement decision, the Superintendent or designee may consider the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student lives with his/her homeless parent/guardian or has been temporarily placed elsewhere. **(42 USC 11432)**

In the case of an unaccompanied youth, the district's homeless liaison shall assist in placement or enrollment decisions, consider the views of the student, and provide notice to the student of his/her appeal rights. **(42 USC 11432)**

In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school of origin, unless his/her parent/guardian requests otherwise. **(Education code 48852.71 42 USC 11432)**

EDUCATION FOR HOMELESS CHILDREN (continued)

~~The student may continue attending his/her school of origin for the duration of the homelessness and until the end of any academic year in which he/she moves into permanent housing. (42 USC 11432)~~

~~If the student is placed at a school other than his/her school of origin or the school requested by his/her parent/guardian, the Superintendent or designee shall provide the parent/guardian with a written explanation of the decision along with a statement regarding the parent/guardian's right to appeal the placement decision. (42 USC 11432)~~

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. **The student shall be enrolled even if he/she:** ~~even if the parent/guardian is unable to provide the school with the records normally required for enrollment.~~ (Education Code 48852.7; 42 USC 11432)

1. **Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended**

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

2. **Does not have clothing normally required by the school, such as school uniforms**

(cf. 5132 - Dress and Grooming)

3. **Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, records or other proof of immunization history**

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

(cf. 5111.13 - Residency for Homeless Children)

(cf. 5125 - Student Records)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other medical records, the principal or designee shall refer the parent/guardian to the district's liaison for homeless students. The **district** liaison shall assist the parent/guardian, **or the student if he/she is an unaccompanied youth**, in obtaining the necessary immunizations or records for the student. (42 USC 11432)

EDUCATION FOR HOMELESS CHILDREN (continued)

If the student is placed at a school other than his/her school of origin or the school requested by his/her parent/guardian, the Superintendent or designee shall provide the parent/guardian with a written explanation of the decision along with a statement regarding the parent/guardian's right to appeal the placement decision. (42 USC 11432)

The student may continue attending his/her school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the homeless student has the benefit of matriculating with his/her peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7)

1. If the student is transitioning between grade levels, he/she shall be allowed to continue in the same attendance area.
2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, he/she shall be allowed to continue to the school designated for matriculation in that district.

If the student's status changes before the end of the school year so that he/she is no longer homeless, he/she shall be allowed to stay in the school of origin: (Education Code 48852.7)

1. Through the duration of the school year if he/she is in grades K-8
2. Through graduation if he/she is in high school

Resolving Enrollment Dispute

If a dispute arises over school selection or enrollment in a particular school, the student shall be immediately admitted to the school in which enrollment is sought pending resolution of the dispute. (42 USC 11432)

The parent/guardian shall be provided with a written explanation of the placement decision, which shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand. The written explanation shall include:

1. The district liaison's contact information
2. A description of the district's placement decision

EDUCATION FOR HOMELESS CHILDREN (continued)

3. Notice of the student's right to enroll in the school of choice pending resolution of the dispute, including the right to fully participate in all school activities
4. Notice of the parent/guardian's right to appeal the decision to the county office of education and, if the dispute remains unresolved, to the California Department of Education

The district liaison shall work to resolve an enrollment dispute as expeditiously as possible after receiving notice of the dispute. (42 USC 11432)

In working with a student's parents/guardians to resolve an enrollment dispute, the district liaison shall:

1. Inform them that they may provide written and/or oral documentation to support their position
2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved
3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process
4. Provide them a copy of the dispute form they submit for their records
5. Provide them the outcome of the dispute for their records

If a parent/guardian disagrees with the liaison's enrollment decision, he/she may appeal the decision to the Superintendent. The Superintendent shall make a determination within five working days.

If the parent/guardian wishes to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education.

Transportation

The district shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the district and the parent/guardian requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

EDUCATION FOR HOMELESS CHILDREN (continued)*(cf. 3250 - Transportation Fees)**(cf. 3541 - Transportation Routes and Services)*

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they cease to be homeless, unless the formerly homeless student has an individualized education program that includes transportation as a necessary related service for the student. (Education Code 48852.7)

Transfer of Coursework and Credits

When a homeless student transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the student to retake the course. (Education Code 51225.2)

If the homeless student did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that he/she did not complete at his/her previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a homeless student in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a homeless student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

*(cf. 6143 - Courses of Study)***~~Exemption from District Applicability of Graduation Requirements~~**

To obtain a high school diploma, a homeless student shall ~~pass the high school exit examination in English language arts and mathematics, complete all courses required by Education Code 51225.3, and fulfill any additional graduation requirement prescribed by the Governing Board.~~

EDUCATION FOR HOMELESS CHILDREN (continued)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6162.52 - High School Exit Examination)

However, when a homeless student who has completed his/her second year of high school transfers into the district from another school district or transfers between high schools within the district, he/she shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of his/her fourth year of high school. Within 30 calendar days of the homeless student's transfer, the Superintendent or designee shall notify the student, the person holding the right to make educational decisions for him/her, and the district liaison for homeless students of the availability of the exemption and whether the student qualifies for it. **If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer homeless.** (Education Code 51225.1)

To determine whether a homeless student is in his/her third or fourth year of high school, the district shall use either the number of credits he/she has earned as of the date of the transfer or the length of his/her school enrollment, whichever qualifies him/her for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any homeless student who is granted an exemption and the person holding the right to make educational decisions for him/her how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a homeless student to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a homeless student, the person holding the right to make educational decisions for the student, or by the district liaison on behalf of the student. (Education Code 51225.1)

If a homeless student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer homeless or if he/she transfers to another school or school district. (Education Code 51225.1)

If the Superintendent or designee determines that a homeless student is reasonably able to complete district graduation requirements within his/her fifth year of high school, he/she shall: (Education Code 51225.1)

EDUCATION FOR HOMELESS CHILDREN (continued)

1. Inform the student and, if under 18 years of age, the person holding the right to make educational decisions for him/her, of the option available to the student to remain in school for a fifth year to complete the district's graduation requirements and how that will affect his/her ability to gain admission to a postsecondary educational institution
2. Provide information to the homeless student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the homeless student or, the person holding the right to make educational decisions for him/her if he/she is under 18 years of age, permit the student to stay in school for a fifth year to complete the district's graduation requirements

Eligibility for Extracurricular Activities

A homeless student who enrolls in any district school shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

Notification and Complaints

Information regarding the educational rights of homeless students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of homeless students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Regulation
approved: September 4, 2007
revised: March 17, 2008
revised: October 20, 2015
revised: June 7, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

STUDENT BOARD MEMBERS

~~The Governing Board believes that engaging the student body and seeking its input and feedback regarding the district's educational programs and activities are vital to achieving the district's mission of educating district students. In order to enhance communication between the Board of Trustees and the student body and to engage students in the district's educational programs and operations, the Board encourages student the involvement of high school students in district affairs; governance. The inclusion of one or more student representative son the Board shall be ordered upon receipt of a student petition in accordance with Education Code 35012 or may be ordered at any time at the discretion of the Board. include at least one student Board member selected by the district's high school students in accordance with procedures approved by the Board.~~

Petition

High school students may submit a petition to the Board requesting the appointment of at least one student Board member. This petition, or a separate petition submitted after students have been appointed to the Board, also may include a request to allow preferential voting for student Board members. (Education Code 35012)

Preferential voting means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the Board. (Education Code 35012)

To be eligible for consideration by the Board, the petition for student representation or the petition for preferential voting shall contain the signatures of no less than 500 regularly enrolled high school students, or no less than 10 percent of the number of regularly enrolled high school students, whichever is less. (Education Code 35012)

Within 60 days of receiving a student petition, or at the next regularly scheduled Board meeting if no meeting is held within those 60 days, the Board shall order the inclusion of a student member on the Board or shall act to allow preferential voting for the student Board member, as applicable. (Education Code 35012)

Once established, the student Board member position shall remain in effect until the Board, by majority vote of all voting Board members, approves a motion to eliminate the position. (Education Code 35012)

Selection of Student Board Member

Student Board members shall be elected by the students enrolled in the high school or high schools in accordance with procedures prescribed by the Board. (Education Code 35012)

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

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6145 - Extracurricular and Cocurricular Activities)

STUDENT BOARD MEMBERS (continued)

Role and Responsibilities of Student Board Members

The term of a student Board member shall be one year, commencing on July 1. ~~of each year.~~
(Education Code 35012)

A student Board member shall have the right to attend all Board meetings except closed (executive) sessions. (Education Code 35012)

(cf. 9321 - Closed Session Purposes and Agendas)

A student Board member shall be recognized at Board meetings as a full student Board member and shall be seated with other members of the Board. In addition, a student Board member ~~shall be recognized at Board meetings as a full member,~~ shall receive all materials presented to other Board members except those related to closed sessions, and ~~he/she~~ may participate in questioning witnesses and discussing issues. (Education Code 35012)

(cf. 9322 - Agenda/Meeting Materials)

~~A student Board member may cast~~ **When a student petition has requested preferential voting rights for student Board members or when Board preferential voting rights, a student Board member may cast** preferential votes on all matters except those subject to closed session discussion. Preferential votes shall ~~be cast prior to the official Board vote and~~ shall not affect the final numerical outcome of a vote. ~~Preferential votes shall be recorded in the Board minutes.~~ (Education Code 35012)

(cf. 9324 - Minutes and Recordings)

A student Board member may make motions that may be acted upon by the Board, except on matters dealing with employer-employee relations pursuant to Government Code 3540-3549.3. (Education Code 35012)

A student Board member shall not be liable for any acts of the Board. (Education Code 35012)

(cf. 9323.2 - Actions by the Board)

A student Board member shall be entitled to be reimbursed for mileage to the same extent as other members of the Board but shall not receive compensation for attendance at Board meetings. (Education Code 35012)

(cf. 3350 - Travel Expenses)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

STUDENT BOARD MEMBERS (continued)

Student Board Member Development

As necessary, the Superintendent or designee shall, at district expense, provide learning opportunities to student Board members, through trainings, workshops, and conferences, to enhance their knowledge, understanding, and performance of their Board responsibilities.

The Superintendent or designee may periodically provide an orientation for student Board member candidates to give them an understanding of the responsibilities and expectations of Board service.

Legal Reference:

EDUCATION CODE

33000.5 *Appointment of student members to State Board of Education*

35012 *Board members; number, election and terms; pupil members*

GOVERNMENT CODE

3540-3549.3 *Educational Employment Relations Act*

Management Resources:

WEB SITES

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

California Association of Student Councils: <http://www.casc.net>

California Association of Student Leaders: <http://www.caslboard.com>

National School Boards Association: <http://www.nsba.org>