# WESTERN PLACER UNIFIED SCHOOL DISTRICT 600 SIXTH STREET, SUITE 400, LINCOLN, CALIFORNIA 95648

Phone: 916.645.6350 Fax: 916.645.6356

# <u>MEMBERS OF THE GOVERNING BOARD</u>

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

# **DISTRICT ADMINISTRATION**

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

	STUDENT ENROLLMENT		· · · · · ·
School	2018-2019 CALPADS	8/28/2019	10/2/2019
Sheridan Elementary (K-5)	56	65	64
First Street Elementary (K-5)	439	447	447
Carlin C. Coppin Elementary (K-5)	444	444	442
Creekside Oaks Elementary (K-5)	589	610	610
Tweive Bridges Elementary (K-5)	644	652	655
Foskett Ranch Elementary (K-5)	412	422	421
Lincoln Crossing Elementary (K-5)	666	699	697
Glen Edwards Middle School (6-8)	869	871	869
Twelve Bridges Middle School (6-8)	796	832	832
Lincoln High School (9-12)	2,004	2,081	2,073
Phoenix High School (10-12)	100	88	84
Atlas (K-12) (new 2019-2020)		40	40
SDC Program (18-22)	14	11	11
TOTAL	7033	7,262	7,245

SDC Pre-School

Foskett Ranch First Street/LIP

ნ 57

### GLOBAL DISTRICT GOALS

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

# Western Placer Unified School District

Regular Meeting of the Board of Trustees

# October 15, 2019

Lincoln Crossing Elementary School – Multi-Purpose Room 635 Groveland Lane, Lincoln, CA 95648

# **AGENDA**

2019-2020 Goals & Objectives (G & 0) for the Management Team: Component II: Quality Student Performance; Component III: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

# 6:15 P.M. START

CALL TO ORDER – Lincoln Crossing Elementary School – Multi-Purpose Room

# 2. COMMUNICATION FROM THE PUBLIC

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

# 6:20 P.M.

3. CLOSED SESSION – Lincoln Crossing Elementary School – Front Office

# 3.1 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

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

# 3.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477

# 3.3 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release Roll call vote:

## 7:00 P.M.

4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – District Office/City

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

# 4.2 Page 10 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477

# 4.3 Page 11 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release Roll call vote:

# 5. Page 13 – SPECIAL ORDER OF BUSINESS

School Being Featured: Lincoln Crossing Elementary School

# 6. Page 16-103 - CONSENT AGENDA

## NOTICE TO THE PUBLIC

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

- 6.1 Certificated Personnel Report
- 6.2 Classified Personnel Report
- Approve Phoenix High School's 2019-2020 Single Plan for Student Achievement (SPSA) & Comprehensive Support and Improvement (CSI) Plan
- 6.4 Approve 2019 Local Indicators for the California School Dashboard
- 6.5 Disposal of Surplus Items Freezer
- 6.6 Approve Contract Between Renaissance Learning and WPUSD/Lincoln Crossing School
- 6.7 Ratification of Agreement between Brandman University and the Western Placer Unified School District
- 6.8 Ratification of Agreement with River City Testing for DSA Special Inspections for the Twelve Bridges High School Project

  \*Roll call vote:\*

# 7. 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 Meeting Room. Request forms are to be Submitted to the Board Clerk prior to the start of the meeting.

# 8. REPORTS & COMMUNICATION

Lincoln High School Student Advisory – Mattie Ridgway

- ➤ Western Placer Teacher's Association Tim Allen
- ➤ Western Placer Classified Employee Association Jim Houck
- ➤ Superintendent Scott Learnan

#### 9. Page 105 - PUBLIC HEARING

Public Hearing re: The Western Placer Unified School District Intent to Adopt and Levy Increased Statutory Developer Fees and 2019 School Facility Fee Justification Report

Per California Government Code 66016-66018, prior to adoption of the report, the Board of Trustee must hold a public hearing. At the public hearing the Board shall consider oral statements and/or written documentation made or filed by an interested party for or against the adoption of the increased statutory developer fees. The public hearing was noticed in the local newspaper for successive weeks and posted in the District Office kiosk and District website 10 days prior to the hearing

9.2 Public Hearing re: The Western Placer Unified School District Intent to Adopt the 2019 School Facility Needs Analysis and Justification Study (SFNA) and Level II Developer Fees

Per California Government Code 66016-66018.5, prior to adoption of the study, the Board of Trustee must hold a public hearing. At the public hearing the Board shall consider oral statements and/or written documentation made or filed by an interested party for or against the adoption of the Level II fees. The public hearing was noticed in the local newspaper and posted in the District Office kiosk and District website prior to the hearing

#### 10. **◆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.

- 10.1 Action
- Page 163 APPROVE RESOLUTION #19/20.11 REGARDING LEASE FINANCE DOCUMENTS IN FORM RELATED TO REFUNDING OF 2011 CERTIFICATES OF PARTICIPATION –

Kilpatrick (19-20 G & O Component I, II, III, IV, V)

Roll call vote:

- 10.2 Action
- Page 216 ADOPTION OF RESOLUTION #19/20.12 REGARDING LEVY INCREASED SCHOOL FACILITY FEES AND THE 2019 SCHOOL FACILITY FEE JUSTIFICATION REPORT - Adell (19-20)

G & O Component I, II, III, IV, V)

Roll call vote:

- 10.3 Action
- Page 221 ADOPTION OF RESOLUTION #19/20.13 TO ESTABLISH SCHOOL FACILITY FEES PER 2019 SCHOOL FACILITY NEEDS ANALYSIS AND JUSTIFICATION STUDY -

Adell (19-20 G & O Component I, II, III, IV, V)

Roll call vote:

10.4 Discussion/ Page 227 - CONSIDER APPROVING RESOLUTION # 19/20.14

AUTHORIZING THE ELIMINATION AND/OR REDUCTION OF CERTAIN CLASSIFIED EMPLOYEE POSITIONS DUE TO LACK OF WORK/LACK OF FUNDS - Simon (19-20 G & O Component I, II, III,

IV, V)

Roll call vote:

10.5 Discussion/ Page 230 - CONSIDER APPROVING CLASSIFIED JOB

Action

**DESCRIPTION FOR MAIL DELIVERY/DRIVER AND** CORRESPONDING REVISED SALARY SCHEDULE - Simon (19-20)

G & O Component I, II, III, IV, V)

10.6 Information/Page 234 – TWELVE BRIDGES HIGH SCHOOL MASCOT

Discussion - Leaman, Kilpatrick (19-20 G & O Component I, II, III, IV, V)

#### 11. BOARD OF TRUSTEES

# **FUTURE AGENDA ITEMS**

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

School Safety

#### **BOARD MEMBER REPORTS/COMMENTS** 11.2

#### 12. **ESTABLISHMENT OF NEXT MEETING(S)**

The President will establish the following meeting(s):

>October 29, 2019 7:00 P.M., Special Meeting of the Board of Trustees -District Office/City Hall Bldg., 4th Floor, Zebra Room

#### 13. ADJOURNMENT

Accommodating Those Individuals with Special Needs:

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

Posted: 101119

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DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY

# Western Placer Unified School District CLOSED SESSION AGENDA

Place: Lincoln Crossing Elementary School - Staff Room

Date: Tuesday, October 15, 2019

Time: 6:20 P.M.

- LICENSE/PERMIT DETERMINATION
- SECURITY MATTERS
- CONFERENCE WITH REAL PROPERTY NEGOTIATOR
- 4. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION
- CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION
- 6. LIABILITY CLAIMS
- 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.
    - 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.
- 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
    - Identify title or position to be filled.
  - B. PUBLIC EMPLOYEE EMPLOYMENT
    - a. Identify title or position to be filled.
  - C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
    - a. Identify position of any employee under review.
  - D. PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE
    - a. It is not necessary to give any additional information on the agenda.
  - E. COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE, UNLESS EMPLOYEE REQUESTS OPEN SESSION
    - a. No information needed

## 9. CONFERENCE WITH LABOR NEGOTIATOR

- Name any employee organization with whom negotiations to be discussed are being conducted.
- 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.

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

# DISTRICT GLOBAL GOALS

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

**SUBJECT:** 

Bargaining Groups:

WPTA & CSEA Negotiations

**Agency Negotiators:** 

Scott Leaman, Superintendent

Kerry Callahan, Deputy Superintendent of

**Educational Services** 

Gabe Simon, Assistant Superintendent

of Personnel Services

Audrey Kilpatrick, Assistant Superintendent

**Business and Operations** 

**AGENDA ITEM AREA:** 

Disclosure of action taken in

closed session

REQUESTED BY:

Scott Leaman

Superintendent

**ENCLOSURES:** 

No

**DEPARTMENT:** 

Personnel

FINANCIAL INPUT/SOURCE:

N/A

**MEETING DATE:** 

October 15, 2019

**ROLL CALL REQUIRED:** 

No

# **BACKGROUND:**

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

# ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

wp/rk/factform

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

DISTRICT GLOBAL GOALS

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SUBJECT:

CONFERENCE WITH LEGAL COUNSEL -

**EXISTING LITIGATION** 

AGENDA ITEM AREA:

Disclosure of Action Taken in

Closed Session

REQUESTED BY:

Scott Leaman, Superintendent

Kerry Callahan, Deputy Superintendent of

**Educational Services** 

**ENCLOSURES:** 

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

**MEETING DATE:** 

October 15, 2019

**ROLL CALL REQUIRED:** 

No

# BACKGROUND:

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

# RECOMMENDATION:

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

wp/rk/factform

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

# DISTRICT GLOBAL GOALS

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

PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE

DISMISSAL/RELEASE

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Gabe Simon,

Assistant Superintendent of Personnel Services

**ENCLOSURES:** 

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

**MEETING DATE:** 

October 15, 2019

**ROLL CALL REQUIRED:** 

Yes

# **BACKGROUND:**

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

# RECOMMENDATION:

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

wp/rk/factform

# SPECIAL ORDER OF BUSINESS

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

# DISTRICT GLOBAL GOALS

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SUBJECT: AGENDA ITEM AREA: Special Order of Business

Lincoln Crossing Elementary School

REQUESTED BY: ENCLOSURES:

Scott Leaman, Yes

Superintendent

DEPARTMENT: FINANCIAL INPUT/SOURCE:

Administration N/A

MEETING DATE: ROLL CALL REQUIRED:

October 15, 2019 No

# BACKGROUND:

Lincoln Crossing Elementary School will share a share presentation to the Board of Trustees.

# RECOMMENDATION:

Administration recommends the Board of Trustees enjoy the presentation.

wp/rk/facsheetrecog



Western Placer
Unified School District

635 Groveland Lane Lincoln, CA 95648 (916) 434-5292 Fax: (916) 434-5261

www.lces.wpusd.org

Principal

Jennifer Hladun

Assistant Principal
Kristen Beck

The mission of the
Lincoln Crossing
Elementary School team
is to prepare our students
with the skills, knowledge
and attitudes to become
lifelong learners and
responsible, contributing
members of society.

It's a great day to be a Colt!

# Board Meeting Presentation 10/15/19

# **National Anthem**

- Sung by the LCES Colt Choir (74 students in grades 3-5)
- Directed by Mrs. Shelly Adams, LCES Music Teacher

# AVID (Achievement Via Individual Determination)

- Lincoln Crossing Elementary is in year two of implementing AVID
- "People Like Me" Video
- Our Implementation Plan
- · Student Sharing What AVID has meant for them
- Brain Break Clutch
- Next steps for implementation
- Artifacts representing our implementation will be available for viewing

# CONSENT

# AGENDA

ITEMS

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

# DISTRICT GLOBAL GOALS

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SUBJECT:

**AGENDA ITEM AREA:** 

Certificated Personnel Report

Consent Agenda

REQUESTED BY:

Gabriel Simon

65

**ENCLOSURES:** 

Yes

Assistant Superintendent of Personnel Services

**DEPARTMENT:** 

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

**MEETING DATE:** 

October 15, 2019

**ROLL CALL REQUIRED:** 

Yes

# **BACKGROUND:**

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

# **RECOMMENDATION:**

Administration recommends ratification of the certificated personnel report.

# WESTERN PLACER UNIFIED SCHOOL DISTRICT PERSONNEL REPORT

# October 15, 2019

# **CERTIFICATED/MANAGEMENT**

# REQUEST FOR MATERNITY/CHILD REARING LEAVE OF ABSENCE:

1. Name: Adriana Crawford

Position: Speech-Language Pathologist

FTE: 1.0

Effective: November 21, 2019 – April 21, 2020

Site: Lincoln High School

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:

**AGENDA ITEM AREA:** 

Classified Personnel Report

Consent Agenda

**REQUESTED BY:** 

**ENCLOSURES:** 

Gabriel Simon

Yes

Assistant Superintendent of Personnel Services

**DEPARTMENT:** 

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

**MEETING DATE:** 

October 15, 2019

**ROLL CALL REQUIRED:** 

No

# **BACKGROUND:**

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

# **RECOMMENDATION:**

Administration recommends ratification of the classified personnel report.

# WESTERN PLACER UNIFIED SCHOOL DISTRICT PERSONNEL REPORT

# October 15, 2019

# **CLASSIFIED/MANAGEMENT**

# **NEW HIRES:**

1. Name:

Patricia Fain

Position: Salary: Campus/Cafeteria Supervisor CSEA, Range 13, Step B

FTE:

30 minutes/5 days a week

Days:

10 months/Year

2. Name:

Chelsea Ruiz

Position:

Campus/Cafeteria Supervisor

Salary: FTE: CSEA, Range 13, Step A 1.5 hours/5 days a week

Days:

10 months/Year

Effective: 9/30/19

Effective: 10/01/19

Site: Foskett Ranch Elementary

Site: Creekside Oaks Elementary

Replacement

Replacement

# **TRANSFER/PROMOTION:**

1. Name:

Amber Bramhill

Position:

Campus/Cafeteria Supervisor

FTE:

2.5 hours/5 days a week

Days:

10 months/Year

Effective: 10/01/19

Site: Lincoln Crossing Elementary

Replacement

# **RECLASSIFICATION:**

1. Name:

Evelyn Keaton Account Technician

Change:

Position:

From Account Technician I

to Account Technician II

Effective: 10/01/19
Site: District Office

# **RESIGNATION/RETIREMENT:**

1. Name:

Linda Lucas

Position:

Program Facilitator

Effective: 12/20/19

Site: Glen Edwards Middle School

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

# DISTRICT GLOBAL GOALS

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Consent

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

SUBJECT: AGENDA ITEM AREA:

Approve Phoenix High School's 2019-2020 Single Plan for Student Achievement (SPSA) & Comprehensive Support and Improvement (CSI) Plan

REQUESTED BY: ENCLOSURES:

Kerry Callahan Yes Deputy Superintendent

DEPARTMENT: FINANCIAL INPUT/SOURCE:

Educational Services None

MEETING DATE: ROLL CALL REQUIRED:

October 15, 2019 No

# **BACKGROUND:**

Pursuant to California Education Code (EC) Section 64001 and the federal Elementary and Secondary Education Act (ESEA) schools that receive state and federal funds through the Consolidated Application and Reporting System (CARS) and ESEA Program Improvement funds consolidate all school plans into the Single Plan for Student Achievement (SPSA).

Each year, school sites update their SPSA goals/actions/expenditures to reflect the annual needs identified from analysis of state/local assessment data and resources allocated to support student programs.

This year, any California school site identified for Comprehensive Support and Improvement (CSI) must address additional prompts within their SPSAs that specifically address the area(s) targeted for additional funds and support. Phoenix High School is presently receiving CSI funds and support due to its low 2018 graduation rate.

Phoenix High School's SPSA has been updated to align with the LCAP and with state and federal requirements for the use of Title I, Supplemental, and CSI funds.

# RECOMMENDATION:

Approve Phoenix High School's Single Plan for Student Achievement and Comprehensive Support and Improvement Plan as presented.

2019-20

# School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Phoenix High School	31-66951-3130036	October 1, 2019	October 15, 2019
/**		3.00	

# **Purpose and Description**

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Schoolwide Program

Comprehensive Support and Improvement

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

PHS has utilized CSI funding to hire a full time counselor. This position will help monitor student performance in all 6 DASS indicators.

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# **Comprehensive Needs Assessment Components**

# **Data Analysis**

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

# Surveys

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

Phoenix High School conducted parent and student surveys during the 2018-2019 school year. The results revealed that both parents and students feel that Phoenix High School provides a safe and orderly educational environment that helps individualize learning to help meet the needs of each student. Phoenix High school has also conducted student surveys about career interests and post-secondary college/career plans as well as asking for student input on course schedules and the implementation of an intervention period. During the 2018-2019 school year, students completed a survey regarding school norms and areas of focus for the upcoming school year.

# Classroom Observations

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

Full-time teachers are observed formally every other year and responsible to prepare in writing their goals and objectives for the year. They are also observed informally with classroom visits and walk throughs. New teachers are formally observed are formally observed three times a year.

# **Analysis of Current Instructional Program**

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

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

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

# Standards, Assessment, and Accountability

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

Previously, CAHSEE Language Arts and Math were used as assessments upon entrance to Phoenix High School for program evaluation. However, with SB172 the CAHSEE is no longer administered. PHS has transitioned to the use of CAASPP testing results. In addition, data from the Dashboard for Alternative Schools is used to make program decisions such as selecting appropriate curriculum and developing project based learning. Students are periodically re-assessed throughout the year to measure their academic growth.

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

Weekly Student Credit Sheet Analysis: 1) students grade level 2) total credits needed to graduate 3) credits needed per week to graduate on time 4) if student is planning to return to the comprehensive high school 5) total credits completed this year and 6) the students total credits earned for the current week. In addition, on-line curricular assessments are used to compare and analyze Language Arts/Math cluster or strand scores for teachers to develop targeted intervention strategies. Finally, on Early Release Mondays, PLC time is used for teachers to collaborate and discuss strategies that help struggling students become more successful.

# Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

At Phoenix High School 100% of the classes in the core academic subject content areas are taught by Highly Qualified Teachers.

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

All teachers have access to adopted instructional materials, professional development activities, and training whenever possible. Phoenix High School qualifies as a high poverty school and receives Title I funding which can be used for professional development.

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

The Staff selectively attend professional development workshops, conferences and training that address specific student and program needs. The District office has required administration and staff to attend mandatory common core state standards implementation and strategic planning seminars. Teachers are constantly monitoring student(s) credit completion on a weekly basis, always looking for better ways of motivating and providing students with a quality educational program. Teachers have been involved in designing project based learning and aligning these tasks with common core standards.

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

Phoenix High School utilizes textbooks from the local and state approved lists. In addition, all teachers have been involved in aligning instructional materials, projects and strategies with the California Common Core State Standards

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

Phoenix High School has Early Release every Monday set aside for two specific reasons: 1) Staff (teachers and administration) meet as a Professional Learning Community to work collaboratively on student achievement and program related issues. 2) To implement and monitor progress on WASC action plan.

# **Teaching and Learning**

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

All core curricular content areas are in the process of aligning with common core standards. All core courses have received a-g certification. Instructors have also attended Next Generation Science Standards training.

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

Language Arts: (1) course (5 credits) per semester semester

Mathematics: (1) course (5 credits) per

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

Phoenix operates a 0 period intervention class for for students who are not earning the required (2) credits per week. The select students are scheduled the following week into a 0 period for an extra (60) minutes of instructional time. In addition, a 5th period class has been added to help provide additional instructional time for co-enrolled ATLAS students throughout the week.

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

All instructional materials and on-line curriculum will be aligned with common core standards and available to all students in compliance of the Williams Act. Administration and staff are committed to providing up-to-date materials and utilizing their budget allocations wisely to secure proper and appropriate classroom materials.

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

Phoenix High School utilizes Odysseyware supplementary instructional materials that are aligned with common core.

# **Opportunity and Equal Educational Access**

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

All students and their parents, as part of the enrollment process, meet with the principal. New students the meet with the counselor on the first day of school to develop an educational plan. In addition, every Monday student academic needs are discussed during PLC meetings. Due to the broad academic ranges unique to students at Phoenix High School, the staff regularly evaluate each student's program, making any adjustments needed to ensure academic success

Evidence-based educational practices to raise student achievement

EDI, PLCs, on-line credit recovery classes, zero period intervention class, extending the academic day for struggling students, the use of quality school principles to facilitate intrinsic motivation.

# **Parental Engagement**

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

Phoenix High School has the following resources available to assist its students and their families with support programs:

- The Effort 24 hour Parent/Student Support Line
- · Placer County Network of Care
- School Counselor On-Site all day
- · Dedicated Teaching Staff
- SCHOOLS Volunteer Tutoring Monday --> Friday
- Special Education ELD services at LHS
- · School Nurse on call
- Afternoon, on-site, individualized instruction program
- Parent/School/Community Liaison

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

Phoenix High School administration and staff work diligently to provide a program and school culture that welcomes parents and families. Teachers keep and open line of communication with parents by email or phone and are available for scheduled meetings before and after school. Throughout the year, follow-up automated calls are made to keep families informed about events at school, progress report/credit checks and graduation. Parents are also directed to the Phoenix High School's Website and social media sites for information about up-coming events and activities.

# **Funding**

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

Phoenix High School utilizes a portion of its Title I/Supplemental funding to purchase on-line programs to provide students with another pathway to earn academic credits and improve their core academic skills in language arts, math, science, social studies, and electives. In addition, categorical funds are used to help provide additional instructional opportunities for students to attend before school and after school.

# Fiscal support (EPC)

Given the current California State Budget situation, District funds are being monitored frugally matching expenditures with expected revenues.. The District is taking a conservative approach to the new budgeting process as a result of passage of Proposition #30. Phoenix High School does have discretionary funds available as well as federal Title 1/LCFF Supplemental and CSI funds.

# Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

# Involvement Process for the SPSA and Annual Review and Update

Leadership students have been involved in reviewing the SPSA. In addition, parents and staff members were involved in the review process. Both groups approved the SPSA in its present form on October 1, 2019.

# **Resource Inequities**

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

PHS is in need of seating and shade structures for students in the quad. The school also needs chairs for the multipurpose area in rooms 2 & 3. Facilities are a concern at the school.

# Student Enrollment Enrollment By Student Group

	Stu	dent Enrollme	nt by Subgroup			
0/ 1/ 1/ 0	Per	cent of Enrollr	nent	Nu	mber of Stude	nts
Student Group	2016-17	2017-18	2018-19	2016-17	2017-18	2018-19
American Indian	1.4%	1.32%	%	1	1	
African American	1.4%	3.95%	%	1	3	4
Asian	%	%	%			1
Filipino	1.4%	%	%	1		
Hispanic/Latino	32.9%	47.37%	%	24	36	37
Pacific Islander	%	%	%			
White	57.5%	46.05%	%	42	35	54
Multiple/No Response	5.5%	%	%	4		4
		Tot	al Enrollment	73	76	100

# Student Enrollment Enrollment By Grade Level

	Student Enrollment by	Grade Level	
		Number of Students	
Grade	2016-17	2017-18	2018-19
Grade 9	1		1
Grade 10	3	3	8
Grade 11	16	, 21	36
Grade 12	53	52	55
Total Enrollment	73	76	100

<sup>1.</sup> The number of 11th graders enrolled appear to be increasing. In addition, students appear to be significantly more credit deficient when referred to PHS.

# Student Enrollment English Learner (EL) Enrollment

Englis	h Learner (	EL) Enrollm	nent			
	Num	ber of Stud	Perc	ent of Stud	ents	
Student Group	2016-17	2017-18	2018-19	2016-17	2017-18	2018-19
English Learners	8	5	4	11.0%	6.6%	4%
Fluent English Proficient (FEP)	8	17	24	11.0%	22.4%	24%
Reclassified Fluent English Proficient (RFEP)		3	21	0.0%	37.5%	21%

- The number of EL students has decreased. There do not appear to be enough students enrolled to receive an EL progress indicator.
- 2. The number of FEP's has increased.

# CAASPP Results English Language Arts/Literacy (All Students)

			1	Overall	Particip:	ation for	All Stude	ents				
Grade Level	# of St	udents E	nrolled	# of Students Tested			# of Students with Scores			% of Students Tested		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 11	39	29	39	32	25	38	32	25	38	82.1	86.2	97.4
All Grades	39	29	39	32	25	38	32	25	38	82.1	86.2	97.4

				C	verall	Achiev	ement	for All	Studer	nts						
Grade Level	Mean Scale Score			1,000	% Standard Exceeded			% Standard Met			% Standard Nearly Met			% Standard Not Met		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	
Grade 11	2551.	2580.	2552.	0	12.00	15.79	38	44.00	18.42	44	24.00	42.11	19	20.00	23.68	
All Grades	N/A	N/A	N/A	0	12.00	15.79	38	44.00	18.42	44	24.00	42.11	19	20.00	23.68	

#W	Dem	onstrating	understan	Reading ding of lite		on-fictiona	l texts			
Grade Level	% Above Standard			% At	or Near Sta	ındard	% Below Standard			
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	
Grade 11	9	32.00	21.05	66	48.00	68.42	25	20.00	10.53	
All Grades	9	32.00	21.05	66	48.00	68.42	25	20.00	10.53	

		Pro	ducing cle	Writing ar and pur	poseful wr	iting			
Grade Level	% Above Standard			% At	or Near Sta	ındard	% В	elow Stand	dard
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 11	16	16.00	10.53	50	52.00	55.26	34	32.00	34.21
All Grades	16	16.00	10.53	50	52.00	55.26	34	32.00	34.21

		Demor	strating el	Listening	nmunicati	on skills			
Grade Level	% A	bove Stan	dard	% At	or Near Sta	ındard	% В	elow Stan	dard
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 11	0	20.00	7.89	78	64.00	73.68	22	16.00	18.42
All Grades	0	20.00	7.89	78	64.00	73.68	22	16.00	18.42

		Investigat	Re ing, analyz	search/Inq ing, and p		nformation	1		
Grade Level	% A	bove Stan	dard	% At	or Near Sta	ındard	% B	elow Stan	dard
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 11	19	20.00	15.79	56	52.00	47.37	25	28.00	36.84
All Grades	19	20.00	15.79	56	52.00	47.37	25	28.00	36.84

- 1. During the 2017-2018 school year, there was a 4% increase in the number of students who scored in the Standard Exceeded category.
- 2. During the 2017-2018 school year, there was a significant decrease in the number of students who scored in the Standard Met category.
- 3. During the 2017-2018 school year, there was a significant increase in the number of students who scored in the Standard Nearly Met category.

# CAASPP Results Mathematics (All Students)

				Overall	Participa	ation for	All Stud	ents				
Grade # of Students Enr		nrolled	ed # of Students Tested			# of Students with Scores			% of Students Tested			
Level	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 11	39	29	39	31	25	37	31	25	37	79.5	86.2	94.9
All Grades	39	29	39	31	25	37	31	25	37	79.5	86.2	94.9

				C	verall	Achiev	ement	for All	Studer	its					
Grade	Mean Scale Score				Standa xceede		% Standard Met			% Standard Nearly Met			% Standard Not Met		
Level	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 11	2473.	2488.	2482.	0	0.00	0.00	3	4.00	5.41	23	16.00	18.92	74	80.00	75.68
All Grades	N/A	N/A	N/A	0	0.00	0.00	3	4.00	5.41	23	16.00	18.92	74	80.00	75.68

		Applying		pts & Proc	edures	ocedures				
Grade Level	% Above Standard			% At	or Near Sta	ndard	% Below Standard			
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	
Grade 11	0	0.00	2.70	10	12.00	10.81	90	88.00	86.49	
All Grades	0	0.00	2.70	10	12.00	10.81	90	88.00	86.49	

Using	ı appropria		lem Solvin d strategie				matical pr	oblems	1	
Grade Level	% Above Standard			% At o	or Near Sta	indard	% Below Standard			
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	
Grade 11	3	0.00	2.70	35	36.00	29.73	61	64.00	67.57	
All Grades	3	0.00	2.70	35	36.00	29.73	61	64.00	67.57	

	De	monstratin		nicating R support n		al conclus	ions		
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 11	0	4.00	0.00	48	52.00	43.24	52	44.00	56.76
All Grades	0	4.00	0.00	48	52.00	43.24	52	44.00	56.76

- 1. During the 17-18 school year, the Standard Met for overall achievement increased slightly. In addition, there was an increase in the number of students who scored in the Standard Nearly Met category.
- 2. During the 17-18 school year, there was a 3% increase in the Above Standard category for both Concepts & Procedures and Problem Solving categories.

It was noted that many of the 11th graders who take the CAASPP at PHS have only recently completed Math 1 or Algebra 1 prior to taking the test.

# **Overall Performance**

# Academic Performance Academic Engagement Conditions & Climate English Language Arts No Performance Color Mathematics No Performance Color English Learner Progress No Performance Color College/Career Red

- 1. While the graduation rate increased, it did not surpass the required 67% threshold.
- 2. PHS is working on submitting courses for a-g approval.

This section provides number of student groups in each color.

Lowest

Performance

# Academic Performance English Language Arts

2018 Fall Dashboard English Language Arts Equity Report

The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Blue Red Green Orange 0 0 0 0 0 This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3-8 and grade 11. 2018 Fall Dashboard English Language Arts Performance for All Students/Student Group All Students **English Learners** Foster Youth No Performance Color No Performance Color No Performance Color 19.2 points below standard 0 Students Less than 11 Students - Data Not Displayed for Privacy Declined -24.5 points 1 students 15 students Students with Disabilities **Homeless** Socioeconomically Disadvantaged No Performance Color No Performance Color No Performance Color Less than 11 Students - Data Not Less than 11 Students - Data Not 0 Students Displayed for Privacy Displayed for Privacy 10 students 2 students

Highest

Performance

# 2018 Fall Dashboard English Language Arts Performance by Race/Ethnicity **Filipino** African American American Indian Asian No Performance Color No Performance Color No Performance Color No Performance Color 0 Students 0 Students 0 Students 0 Students Pacific Islander White Hispanic Two or More Races No Performance Color No Performance Color No Performance Color No Performance Color

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

0 Students

0 Students

# 

Conclusions based on this data:

Less than 11 Students - Data

Not Displayed for Privacy 6 students

1.

Less than 11 Students - Data

Not Displayed for Privacy

9 students

# School and Student Performance Data

#### Academic Performance Mathematics

The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Lowest Highest Performance Performance This section provides number of student groups in each color. 2018 Fall Dashboard Mathematics Equity Report Blue Red Olivanie Green 0 0 0 0 0 This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3-8 and grade 11. 2018 Fall Dashboard Mathematics Performance for All Students/Student Group All Students **English Learners** Foster Youth No Performance Color No Performance Color No Performance Color Less than 11 Students - Data Not 139.4 points below standard 0 Students Displayed for Privacy Increased 12.5 points 1 students 15 students Students with Disabilities Socioeconomically Disadvantaged Homeless No Performance Color No Performance Color No Performance Color Less than 11 Students - Data Not Less than 11 Students - Data Not 0 Students Displayed for Privacy Displayed for Privacy 2 students 10 students

#### 2018 Fall Dashboard Mathematics Performance by Race/Ethnicity

# African American

No Performance Color

0 Students

#### American Indian

No Performance Color

0 Students

#### Asian

No Performance Color
0 Students

#### Filipino

No Performance Color

0 Students

#### Hispanic

No Performance Color Less than 11 Students - Data Not Displayed for Privacy

6 students

#### Two or More Races

No Performance Color

0 Students

#### Pacific Islander

No Performance Color
0 Students

#### White

No Performance Color
Less than 11 Students - Data

Not Displayed for Privacy
9 students

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

#### 2018 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
0 Students	0 Students	140.8 points below standard
		12 students

Conclusions based on this data:

1.

# School and Student Performance Data

# Academic Performance College/Career

The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Lowest Performance



Orange

Yellow

Green

Blue

Highest Performance

This section provides number of student groups in each color.

# 2018 Fall Dashboard College/Career Equity Report

Red	<b>O</b> range	West losty	Green	Blue
0	0	0	0	0

This section provides information on the percentage of high school graduates who are placed in the "Prepared" level on the College/Career Indicator.

#### 2018 Fall Dashboard College/Career for All Students/Student Group

# All Students Red

4.3% prepared
Maintained -0.4%

46 students

#### English Learners

No Performance Color

Less than 11 Students - Data Not Displayed for Privacy

4 students

#### Foster Youth

No Performance Color

Less than 11 Students - Data Not Displayed for Privacy

1 students

#### **Homeless**

No Performance Color

Less than 11 Students - Data Not Displayed for Privacy

5 students

#### Socioeconomically Disadvantaged

No Performance Color

0% prepared

Maintained 0%

23 students

#### Students with Disabilities

No Performance Color

Less than 11 Students - Data Not Displayed for Privacy

1 students

#### 2018 Fall Dashboard College/Career by Race/Ethnicity Filipino African American American Indian Asian No Performance Color No Performance Color No Performance Color No Performance Color 0 Students Less than 11 Students - Data 0 Students 0 Students Not Displayed for Privacy 1 students Hispanic Two or More Races Pacific Islander White No Performance Color No Performance Color No Performance Color No Performance Color 0 Students 8.3% prepared 0% prepared Less than 11 Students - Data Not Displayed for Privacy Declined -7.7% Increased 4.3% 1 students

This section provides a view of the percent of students per year that qualify as Not Prepared, Approaching Prepared, and Prepared.

2018 Fa	I Dashboard College/Career 3-Year Per	formance
Class of 2016	Class of 2017	Class of 2018
Prepared	4.8 Prepared	4.3 Prepared
Approaching Prepared	21.4 Approaching Prepared	10.9 Approaching Prepared
Not Prepared	73.8 Not Prepared	84.8 Not Prepared

Conclusions based on this data:

20 students

1.

24 students

# **School and Student Performance Data**

#### Academic Engagement Graduation Rate

The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Lowest Performance



Orange



Green

Blue

Highest Performance

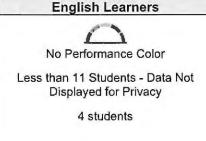
This section provides number of student groups in each color.

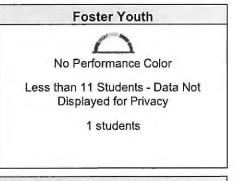
2018 Fall Dashboard Graduation Rate Equity Report				
Red	O)range	N ellform	Green	Blue
0	0	0	0	0

This section provides information about students completing high school, which includes students who receive a standard high school diploma or complete their graduation requirements at an alternative school.

#### 2018 Fall Dashboard Graduation Rate for All Students/Student Group

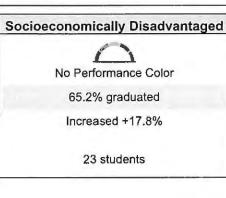
# Red 58.7% graduated Increased +8.7% 46 students

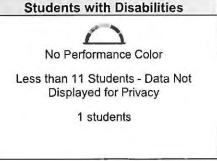




# No Performance Color Less than 11 Students - Data Not Displayed for Privacy 5 students

Homeless





#### 2018 Fall Dashboard Graduation Rate by Race/Ethnicity American Indian Filipino African American Asian No Performance Color No Performance Color No Performance Color No Performance Color 0 Students Less than 11 Students - Data 0 Students 0 Students Not Displayed for Privacy 1 students White Hispanic Two or More Races Pacific Islander No Performance Color No Performance Color No Performance Color No Performance Color Less than 11 Students - Data 0 Students 75% graduated 40% graduated Not Displayed for Privacy Maintained +1.5% Increased +23% 1 students

This section provides a view of the percentage of students who received a high school diploma within four years of entering ninth grade or complete their graduation requirements at an alternative school.

2018 Fall Dashboard Graduation Rate by Year	
2017	2018
50% graduated	58.7% graduated

#### Conclusions based on this data:

20 students

- 1. While there was an 8.7% increase in the graduation rate, this did not meet or exceed the 67% threshold required to achieve satisfactory performance.
- 2. 75% of White students graduated compared to 40% of Hispanic students.

24 students

# School and Student Performance Data

# Conditions & Climate Suspension Rate

The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Lowest Performance Red

Orange

Yellow

Green

Blue

Highest Performance

This section provides number of student groups in each color.

#### 2018 Fall Dashboard Suspension Rate Equity Report

 Red
 Orange
 Yelfow
 Green
 Blue

 1
 1
 0
 1
 0

This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

#### 2018 Fall Dashboard Suspension Rate for All Students/Student Group

#### All Students

Orange

9.1% suspended at least once

Increased 0.7% 132 students

#### **English Learners**

No Performance Color

Less than 11 Students - Data Not 8 students

#### Foster Youth

1

No Performance Color

Less than 11 Students - Data Not 4 students

#### **Homeless**

No Performance Color

Less than 11 Students - Data Not 7 students

#### Socioeconomically Disadvantaged



Orange

8.7% suspended at least once

Increased 1.6% 69 students

#### Students with Disabilities

No Performance Color

Less than 11 Students - Data Not 3 students

#### 2018 Fall Dashboard Suspension Rate by Race/Ethnicity

#### African American

No Performance Color
Less than 11 Students - Data
4 students

#### **American Indian**

No Performance Color

Less than 11 Students - Data

1 students

#### Asian

No Performance Color
Less than 11 Students - Data
1 students

#### Filipino

No Performance Color
0 Students

#### Hispanic



3.6% suspended at least once

Declined -8% 55 students

#### Two or More Races

No Performance Color
Less than 11 Students - Data
5 students

#### Pacific Islander

No Performance Color
0 Students

#### White



10.6% suspended at least once

Increased 3.9% 66 students

This section provides a view of the percentage of students who were suspended.

#### 2018 Fall Dashboard Suspension Rate by Year

2016	2017	2018
	8.4% suspended at least once	9.1% suspended at least once

#### Conclusions based on this data:

1. While the data indicates that PHS scored in the Orange range of the dashboard for suspensions, review of the number of suspensions for the year was approximately the same number as the year previously. Furthermore, the number of suspensions as decreased significantly the past several years.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

#### **Goal Subject**

Student Achievement

#### LEA/LCAP Goal

All students will meet or exceed grade level standards in core academic areas.

# Goal 1

Focus on the continual delivery of quality instruction and streamline systems to provide more educational options.

#### **Identified Need**

The delivery of quality instruction and the development of more educational options was reinforced the 2019 WASC visit and corresponding VC report.

#### **Annual Measurable Outcomes**

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Academic Indicator (ELA & Math SBAC)		Increase number of students who achieve Standard Met or Standard Exceeded
Graduation Rate Indicator		Increase graduation rate to exceed 67%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

# Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

**Progress Monitoring:** 

- 1. Weekly review of credits
- 2. Reconciling credit sheets and recording academic progress-making this available to parents electronically
- 3. Research and graph credit trends
- 4. Research and reconcile student transcripts

# Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

LCFF-Supplemental (District Fund)
1000-1999: Certificated Personnel Salaries

#### Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

Interventions

- 1. Have core subject instructors proctor SBAC test
- 2. Utilize SBAC test results to make placement decisions

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1300	Title I 1000-1999: Certificated Personnel Salaries

# Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Seniors

#### Strategy/Activity

Intervention:

1. Provide 0 period intervention period before the beginning of the regular instructional day

Proposed Expenditures for this Strategy/Activity

Amount(s)	Source(s)	
14000	Title I	

	1000-1999: Certificated Personnel Salaries 0 period intervention teacher
1126	LCFF-Supplemental (Site Fund) 1000-1999: Certificated Personnel Salaries 0 period intervention teacher

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

Organize classes to match both academic and credit needs.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	Title I - Professional Development 1000-1999: Certificated Personnel Salaries Utilize substitutes so that staff can plan courses based on academic and credit needs.

# Strategy/Activity 5

# Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

Professional Development & Collaboration:

1. Provide substitutes for staff collaborative planning time to create additional project based mini/direct instruction courses

#### Proposed Expenditures for this Strategy/Activity

Amount(s)	Source(s)
2000	Title I 1000-1999: Certificated Personnel Salaries Utilize substitutes to plan more project based learning opportunities

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

#### Instruction:

Focus on providing more electives as supported by WASC report and parent/student input.

- 1. Spanish Classes
- 2. PE
- 3. Leadership Classes
- 4. Project Based Learning

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Source(s)
Title I 2000-2999: Classified Personnel Salaries Examine the possibility of providing tutoring particularly for Spanish classes.
Title I 1000-1999: Certificated Personnel Salaries Examine the possibility of implementing leadership class.

# Strategy/Activity 7

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

Purchase of instructional site licenses for on-line curriculum. Purchase chromebook replacement

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
20000.00	LCFF-Base (District Fund) 4000-4999: Books And Supplies Purchase of site-licenses

0-----/-1

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Provide additional time for instruction

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
26260.00	Title I 1000-1999: Certificated Personnel Salaries Hire additional instructional staff

# **Annual Review**

SPSA Year Reviewed: 2018-19

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

# **ANALYSIS**

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

It is expected that these strategies will help increase student performance on the SBAC as well as complete all of the required credits needed to graduate from high school.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Will continue to work with the district office to examine the potential re-classifying the grade of credit deficient students as allowed by CDE. Will continue to examine the potential for offering a diploma that meets the state minimum requirements in core academic areas.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

#### **Goal Subject**

**English Learner Acqusition** 

#### LEA/LCAP Goal

All English learners will make adequate yearly progress toward language proficiency and being reclassified as fluent English proficient.

# Goal 2

Focus on the continual delivery of quality instruction and streamline systems to provide more educational options.

#### Identified Need

During the 2018-2019 school year, 5 English learners were enrolled at PHS. All 5 students have been enrolled long-term in WPUSD. However, because they have not achieved adequate progress in the English language arts class, they have not yet been redesignated. As a result, PHS is focused on credit recovery, particularly in the area of ELA for English learners enrolled at the school.

#### **Annual Measurable Outcomes**

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Academic Indicator (ELA & Math SBAC)		Increase number of students who achieve Standard Met or Standard Exceeded
Graduation Rate Indicator		Increase graduation rate to exceed 67%
English Learner Progress Indicator (ELPAC)		Increase the number of students who achieve levels 3 & 4

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

# Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

EL students

#### Strategy/Activity

Progress Monitoring:

Quarterly review of performance and earned credits. Review ELA academic work in order for students to obtain a passing grade needed to be re-classified.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

300.00

Title I

None Specified

Sub time to allow staff to discuss the academic performance of EL students particularly in ELA

courses

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

EL students

Strategy/Activity

Co-enroll students within LHS courses as needed.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

1000.00

Title I 1000-1999: Certificated Personnel Salaries Additional counseling time to meet with students and make recommendations for enrollment

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

EL students

Strategy/Activity

Parent Education:

Utilize Parent Liaison to assess needs of families and review academic progress.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)



Title I - Parent Involvement 4000-4999: Books And Supplies Ongoing meetings with parents to review academic progress.

# **Annual Review**

SPSA Year Reviewed: 2018-19

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

#### **ANALYSIS**

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Currently, EL students are not a statistically significant sub-category for PHS. Performance for all students will be measured on graduation rate, suspension rate, college/career indicator, chronic absenteeism

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

#### Goal Subject

College & Career Readiness

#### LEA/LCAP Goal

All students will graduate from high school college and career ready

## Goal 3

Focus on the continual delivery of quality instruction and streamline systems to provide more educational options

#### Identified Need

Career planning is one of five school Expected Schoolwide Learning Results established at the school. As part of this process, the school counselor meets with all students to survey career interest and provide consultation for developing post-secondary college/career options. The counselor also organizes an annual career fair on campus. The ASVAB is held on campus several times a year. Nevertheless, many students are unaware of potential careers and how to best prepare for them.

#### Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Graduation Rate Indicator		Increase graduation rate to exceed 67%
College/Career Indicator (completion of a-g courses & CTE)		Increase the complete rate of a-g courses & CTE courses
Chronic Absenteeism Indicator	(S(t))	Reduce the number of students who are absent 10% of the year or more

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

# Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Career Readiness:

Conduct ASVAB testing on campus.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
200.00	Title I 1000-1999: Certificated Personnel Salaries Utilize substitutes so that certificated staff can assist with organizing/proctoring/interpreting results for the ASVAB assessment.

#### Strategy/Activity 2

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

Career Readiness:

Conduct school field trips to observe and learn about the training and employment opportunities with various career sectors.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
600.00	Title I 1000-1999: Certificated Personnel Salaries Substitutes to cover for certificated staff to attend field trips
400.00	LCFF-Supplemental (Site Fund) 5700-5799: Transfers Of Direct Costs Provide transportation for students to attend career field trip.

# Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

College Readiness:

Schedule field trip to college campuses - Sierra College; CSU Sacramento

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
200.00	Title I 1000-1999: Certificated Personnel Salaries Substitutes to cover for certificated staff to attend field trips

#### Strategy/Activity 4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

College/Career Readiness:

Transportation for college/career field trips.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
600.00	LCFF-Supplemental (Site Fund) 5000-5999: Services And Other Operating Expenditures Transportation for field trips to collegess.

## Strategy/Activity 5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Career Readiness:

Research and field-test career readiness curriculum.

Proposed Expenditures for this Strategy/Activity

Amount(s)

Source(s)

800.00

Title I

4000-4999: Books And Supplies

Update curriculum

#### Strategy/Activity 6

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

College/Career Readiness:

Organize and conduct college and career fair on campus

- 1. Include parents as part of back-to-school open house
- 2. Provide breakfast to students and parents.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

#### Amount(s)

Source(s)

300.00	Title I 1000-1999: Certificated Personnel Salaries Utilize substitutes to provide time for staff organization.
200.00	Title I - Parent Involvement 4000-4999: Books And Supplies Provide breakfast for students and families.
500.00	LCFF-Supplemental (Site Fund)

#### Strategy/Activity 7

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

Career Readiness:

Conduct career interest assessment - Strengths Finder

#### Proposed Expenditures for this Strategy/Activity

Amount(s)	Source(s)
500.00	Title I 5000-5999: Services And Other Operating Expenditures Match students with potential careers

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

College Readiness:

- 1. Work on aligning all courses with a-g certification
- 2. Utilize counselor FTE to assist with a-g advisement

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)	
500	Title I	
	Provide substitutes so that staff can work on writing courses to match a-g requirements.	

# Strategy/Activity 9

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Career Readiness:

- 1. Explore offering CTE courses on PHS campus
- 2. Co-enroll students in district CTE courses
- 3. Utilize counselor FTE to assist with CTE enrollment

Proposed Expenditures for this Strategy/Activity

Amount(s)	Source(s)	
	None Specified	

# **Annual Review**

SPSA Year Reviewed: 2018-19

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

#### **ANALYSIS**

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Emphasis will be placed on achieving a-g certification for as many courses as possible. In addition, emphasis will be placed on CTE both on campus as well as co-enrolling students in district operated programs.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

#### **Goal Subject**

Culture & Climate

#### LEA/LCAP Goal

All students will be safe and actively engaged at school

# Goal 4

Focus on addressing the social-emotional needs of students.

#### **Identified Need**

There has been an increase in the social emotional needs of students. More background information (counseling, behavior, anxiety, grades, skills, etc) is needed when students are referred to PHS. More services are needed to address the social-emotional needs of students. As part of the WASC action plan, a goal has been established for developing and implementing social-emotional support programs for all students.

#### **Annual Measurable Outcomes**

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Graduation Rate Indicator		Increase graduation rate to exceed 67%
Chronic Absenteeism Indicator		Reduce the number of students who are absent 10% of the year or more
Suspension Rate Indicator		Reduce suspensions to achieve "Very Low" indicator

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

# Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

Collaborative Decision Making:

Meet in PLC format to discuss needs and services. Standardize referral/enrollment process

- 1. Referrals
- 2. Co-enrollments

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)	
300.00	LCFF-Base (Site Fund) 5800: Professional/Consulting Services And Operating Expenditures Ongoing meetings to discuss student transitions.	

#### Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

Intervention:

Conduct orientation at the beginning of each week for all new students.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)	
300.00	Title I 4000-4999: Books And Supplies Materials needed for orientation	

# Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

Parent Education:

Define the role of PHS as an option for students in need of a more customized learning environment.

Proposed Expenditures for this Strategy/Activity

Amount(s)	Source(s)	
400.00	Title I 4000-4999: Books And Supplies Supplies (brochures) needed for communicating mission and enrollment information	

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Amount(a)

#### Strategy/Activity

Youth Development:

Develop and communicate positive image of the school.

- 1. Engage students through community service projects.
- 2. Collaborate with students to identify and complete projects.
- 3. Continue to develop outdoor education projects and field trips.
- 4. Collaborate with students to facilitate the weekly assembly called "The Huddle".

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Couractal

Amount(s)	Source(s)	
1274.00	Title I 1000-1999: Certificated Personnel Salaries Substitutes to provide time for teachers to supervise projects.	
300.00	LCFF-Supplemental (Site Fund) 6000-6999: Capital Outlay Purchase of supplies for projects.	
1000.00	LCFF-Base (Site Fund) 5000-5999: Services And Other Operating Expenditures Transportation for outdoor education field trips.	
300.00	LCFF-Base (Site Fund) 4000-4999: Books And Supplies Update sound system for weekly huddle assembly	

# Strategy/Activity 5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Youth Development:

Develop and implement alternative means of correction for student behavior other than suspension.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)	
684.00	LCFF-Supplemental (Site Fund) 5000-5999: Services And Other Operating Expenditures Registration fees and substitute coverage for staff to attend restorative justice training	

#### Strategy/Activity 6

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

Youth Development:

Develop a "Memory Book" that highlights all of the student activities for the year.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)	
600.00	LCFF-Supplemental (Site Fund) 5000-5999: Services And Other Operating Expenditures Produce Memory Books - 1 for each student to be handed out at the end of the school year.	

#### Strategy/Activity 7

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

#### Youth Development:

Create opportunities for students to attend outdoor education field trips

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)	
1000.00	LCFF-Base (Site Fund) 1000-1999: Certificated Personnel Salaries Provide substitutes so that staff can take students on out door education field trips.	

#### Strategy/Activity 8

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

	None Specified None Specified
¢:	

# **Annual Review**

SPSA Year Reviewed: 2018-19

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

# **ANALYSIS**

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

These strategies will be used to help students connect with school.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

#### **Goal Subject**

Learning Environment

#### LEA/LCAP Goal

All students will receive instruction in up-to-date and well-maintained environments.

# Goal 5

Focus on facility improvements and school safety

#### **Identified Need**

There is need to continually update the facilities. The PE class is in need of supplies.

#### **Annual Measurable Outcomes**

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Graduation Rate Indicator		Increase graduation rate to exceed 67%
Chronic Absenteeism Indicator		Reduce the number of students who are absent 10% of the year or more
Academic Indicator (ELA & Math SBAC)		Increase number of students who achieve Standard Met or Standard Exceeded

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

# Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Need additional seating and umbrellas for shade in the quad

Proposed Expenditures for this Strategy/Activity

#### Amount(s)

#### Source(s)

1100.00

LCFF-Base (Site Fund) 6000-6999: Capital Outlay

Need additional seating & shade in the quad

#### Strategy/Activity 2

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

The development of social media to communicate events at the school.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

#### Amount(s)

#### Source(s)

400.00

LCFF-Supplemental (Site Fund) 1000-1999: Certificated Personnel Salaries Substitute time so that staff can work with students on the project.

#### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

#### Core Curriculum & Resources:

Purchase of materials needed for common core instruction.

- 1. Science lab Wednesdays
- 2. Mini-courses/project based learning for science and math.
- 3. PE class

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

#### Amount(s)

#### Source(s)

1500.00

LCFF-Base (Site Fund) 4000-4999: Books And Supplies Purchase of materials needed for core

academic instruction.

# **Annual Review**

SPSA Year Reviewed: 2018-19

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

#### **ANALYSIS**

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Develop more ongoing communication with parents as initiated by the school.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

#### **Goal Subject**

Parent Involvement

#### **LEA/LCAP Goal**

All parents will be actively engaged in their child's learning and school community.

# Goal 6

Focus on the continual delivery of quality instruction and streamline systems to provide more educational options.

#### **Identified Need**

There is a school-wide belief that every parent wants their child to succeed and that every parent is trying their best withing their own circumstances and available resources. With this view, every effort is made to connect with parents and encourage school/parent partnerships. Although it is difficult at times for parents to get involved in the traditional schedule of school activities, PHS encourages informal involvement whenever parents are able to attend. Moreover, with a full-time school counselor, the school is able to reach out to parents on a consistent basis.

#### **Annual Measurable Outcomes**

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Graduation Rate Indicator		Increase graduation rate to exceed 67%
Chronic Absenteeism Indicator		Reduce the number of students who are absent 10% of the year or more
Suspension Rate Indicator		Reduce suspensions to achieve "Very Low" indicator
Academic Indicator (ELA & Math SBAC)		Increase number of students who achieve Standard Met or Standard Exceeded

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

# Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Provide additional counseling time to review academic progress and communicate status with parents. In addition, include extra clerical time to track and communicate attendance.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)		
5644.00	Title I 1000-1999: Certificated Personnel Salaries Additional Counseling Time		
471.50	Title I - Parent Involvement		
83414.00	None Specified 1000-1999: Certificated Personnel Salaries Full-time counselor to address all areas related to Comprehensive Support and Improvement status		

#### Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

Communicate with parents about attendance and academic progress. Communicate expectations for parents, students and school.

Copies and postage to increase communication with parents who may lack the resources to fully utilize online platforms.

## Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Course(a)

Amount(s)	Source(s)
200.00	Title I 5000-5999: Services And Other Operating Expenditures Provide written materials for parents
300.00	Title I 5000-5999: Services And Other Operating Expenditures

Provide postage to mail communication to parents.

#### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

Create open house/showcase events that include opportunities for staff/students/parents to participate in activities together.

- 1. Career fair in fall
- 2. Art show in the spring.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Title I - Parent Involvement
5000-5999: Services And Other Operating
Expenditures
As proposed by student/parent representatives,
create an open house/showcase events for
staff/students/parents to participate together.

# **Annual Review**

SPSA Year Reviewed: 2018-19

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

# **ANALYSIS**

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Develop more ongoing communication with parents as initiated by the school.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

# **Budget Summary**

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

# **Budget Summary**

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$
Total Federal Funds Provided to the School from the LEA for CSI	\$
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$174,719.00

#### Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I	\$59,078.00

Subtotal of additional federal funds included for this school: \$59,078.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
LCFF-Base (District Fund)	\$20,000.00
LCFF-Base (Site Fund)	\$5,200.00
LCFF-Supplemental (District Fund)	\$300.00
LCFF-Supplemental (Site Fund)	\$4,610.00
None Specified	\$83,414.00
Title I - Parent Involvement	\$1,617.00
Title I - Professional Development	\$500.00

Subtotal of state or local funds included for this school: \$115,641.00

Total of federal, state, and/or local funds for this school: \$174,719.00

# **Budgeted Funds and Expenditures in this Plan**

The tables below are provided to help the school track expenditures as they relate to funds budgeted to the school.

# Funds Budgeted to the School by Funding Source

Funding Source	Amount	Balance	
LCFF-Supplemental (Site Fund)	\$4,610	0.00	
Title I	\$59,078	0.00	
Title I - Parent Involvement	\$1617	0.00	

# **Expenditures by Funding Source**

Fu	ndi	na	So	uro	:0
			$\sim$		•

LCFF-Base (District Fund)	
LCFF-Base (Site Fund)	
LCFF-Supplemental (District Fund)	
LCFF-Supplemental (Site Fund)	
None Specified	
Title	
Title I - Parent Involvement	HE GART
Title I - Professional Development	

#### Amount

	20,000.00	
	5,200.00	
243	300.00	
	4,610.00	
	83,414.00	
	59,078.00	
Wallie III	1,617.00	
1	500.00	

# **Expenditures by Budget Reference**

#### **Budget Reference**

1000-1999: Certificated Personnel Salaries
2000-2999: Classified Personnel Salaries
4000-4999: Books And Supplies
5000-5999: Services And Other Operating Expenditures
5700-5799: Transfers Of Direct Costs
5800: Professional/Consulting Services And Operating Expenditures
6000-6999: Capital Outlay
None Specified

#### Amount

	141,018.00	
	1,500.00	
	23,899.00	
	4,430.50	
	400.00	· · · · · · · · · · · · · · · · · · ·
	300.00	
14	1,400.00	
	300.00	
		74

# **Expenditures by Budget Reference and Funding Source**

Budget Reference	Funding Source	Amount
4000-4999: Books And Supplies	LCFF-Base (District Fund)	20,000.00
1000-1999: Certificated Personnel Salaries	LCFF-Base (Site Fund)	1,000.00
1000-4999: Books And Supplies	LCFF-Base (Site Fund)	1,800.00
5000-5999: Services And Other Operating Expenditures	LCFF-Base (Site Fund)	1,000.00
8800: Professional/Consulting Services And Operating Expenditures	LCFF-Base (Site Fund)	300.00
6000-6999: Capital Outlay	LCFF-Base (Site Fund)	1,100.00
000-1999: Certificated Personnel Salaries	LCFF-Supplemental (District Fund)	300.00
	LCFF-Supplemental (Site Fund)	500.00
1000-1999: Certificated Personnel Salaries	LCFF-Supplemental (Site Fund)	1,526.00
5000-5999: Services And Other Operating Expenditures	LCFF-Supplemental (Site Fund)	1,884.00
5700-5799: Transfers Of Direct Costs	LCFF-Supplemental (Site Fund)	400.00
6000-6999: Capital Outlay	LCFF-Supplemental (Site Fund)	300.00
1000-1999: Certificated Personnel Salaries	None Specified	83,414.00
	Title I	500.00
000-1999: Certificated Personnel Salaries	Title I	54,278.00
2000-2999: Classified Personnel Salaries	Title I	1,500.00
000-4999: Books And Supplies	Title I	1,500.00
5000-5999: Services And Other Degrating Expenditures	Title I	1,000.00
None Specified	Title I	300.00
	Title I - Parent Involvement	471.50
000-4999: Books And Supplies	Title I - Parent Involvement	599.00
0000-5999: Services And Other Operating Expenditures	Title I - Parent Involvement	546.50
000-1999: Certificated Personnel	Title I - Professional Development	500.00

## **Expenditures by Goal**

## **Goal Number**

Goal 1	
Goal 2	
Goal 3	
Goal 4	
Goal 5	
Goal 6	

## **Total Expenditures**

68,486.00	
1,699.00	
4,800.00	
6,158.00	
3,000.00	
90,576.00	

## School Site Council Membership

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

- 1 School Principal
- 1 Classroom Teachers
- 2 Other School Staff
- 1 Parent or Community Members
- 4 Secondary Students

## Name of Members Role Chuck Whitecotton Principal Rhonda Martinez Other School Staff Tracy Gruber Classroom Teacher Diobilda Tavelli Parent or Community Member Mikaela Zimmerman Other School Staff Bryce Breech Secondary Student Caleb Lokey Secondary Student Seth Hutchinson Secondary Student Emilia Tavelli Secondary Student

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

## **Recommendations and Assurances**

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

#### Signature

Broge Broech

## Committee or Advisory Group Name

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on October 1,, 2019.

Attested:

Principal, Chuck Whitecotton on October 8, 2019

SSC Chairperson, Bryce Breech on October 8, 2019

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

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

## **DISTRICT GLOBAL GOALS**

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

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

SUBJECT:

Approve 2019 Local Indicators for the California School Dashboard

AGENDA ITEM AREA:

Consent

**REQUESTED BY:** 

Kathleen Leehane Director of Supplemental Programs

& Accountability

**ENCLOSURES:** 

Yes - Local Indicators

**DEPARTMENT:** 

**Educational Services** 

MEETING DATE:

October 15, 2019

FINANCIAL INPUT/SOURCE:

NA

**ROLL CALL REQUIRED:** 

No

#### BACKGROUND:

Prior to the state releasing school district performance on the 2019 California School Dashboard, districts are required to provide a self-assessment and rating on the Local Indicators, which are then included in the overall performance summary released on the Dashboard. Enclosed are our self-assessments and ratings for the Local Indicators.

## **RECOMMENDATION:**

Administration recommends the Board approve WPUSD's Local Indicators for submission to the California State Department of Education.

# Priority 1 - Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities

Number/percentage of misassignments of teachers of English learners, total teacher misassignments, and vacant teacher positions: *
Number of misassignments of teachers of English Learners: 0; Number of total teacher misassignments: 3; Number of vacant teach
Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home: *
0
Number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies): *
134

Optional Text: WPUSD is presently renovating its oldest middle school site, in addition to building a brandnew elementary school (opening in fall 2020) and a brand-new high school (opening in fall 2021).

## Priority 2 - Implementation of State Academic Standards

1. Rate the local educational agency's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

English Language Arts - Common Core State Standards for English Language Art
01 02 03 04 95
English Language Development (Aligned to English Language Arts Standards)
01 02 03 04 05
Mathematics – Common Core State Standards for Mathematics
01 02 03 04 95
Next Generation Science Standards
01 02 03 @4 05
History-Social Science
Ŭ1 Ŭ2 Q3 Q4 ®5

2. Rate the local educational agency's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

English Language Arts - Common Core State Standards for English Language Arts

01 02 03 04 95

English Language Development (Aligned to English Language Arts Standards)

01 02 03 04 95

Mathematics - Common Core State Standards for Mathematics

01 02 03 04 95

**Next Generation Science Standards** 

01 02 93 04 05

History-Social Science

01 02 3 04 05

3. Rate the local educational agency's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing)

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

English Language Arts - Common Core State Standards for English Language Arts

01 02 03 04 05

English Language Development (Aligned to English Language Arts Standards)

01 02 93 94 95

Mathematics - Common Core State Standards for Mathematics

01 02 03 04 05

**Next Generation Science Standards** 

01 02 03 04 05

History-Social Science

01 02 03 04 05

## Other Adopted Academic Standards

4. Rate the local educational agency's progress implementing each of the following academic standards adopted by the State Board of Education for all students.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Career Technical Education

01 02 03 04 95

Health Education Content Standards

U1 02 03 @4 05

Physical Education Model Content Standards

01 02 03 04 @ 5

Visual and Performing Arts

01 02 03 04 .5

World Language

91 02 03 04 95

## Support for Teachers and Administrators

Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Identifying the professional learning needs of groups of teachers or staff as a whole

01 02 03 04 95

Identifying the professional learning needs of individual teachers

01 02 03 04 95

Providing support for teachers on the standards they have not yet mastered

01 02 03 04 95

## Priority 3 - Parent Engagement

## Building Relationships between School Staff and Families

and respectful relationships with families. *	iff (i.e. administrators, teachers, and classified staff) to build trusting
Rating Scale (lowest to highest): 1 – Exploration and Research Implementation; 5 – Full Implementation and Sustainability	Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full
4 – Full Implementation	
2. Rate the LEA's progress in creating welcoming environmentating Scale (lowest to highest): 1 – Exploration and Research Implementation; 5 – Full Implementation and Sustainability	nents for all families in the community.* Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full
4 – Full Implementation	
children.*	ut each family's strengths, cultures, languages, and goals for their
Rating Scale (lowest to highest): 1 – Exploration and Research Implementation; 5 – Full Implementation and Sustainability	Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full
2 – Beginning Development	
4. Rate the LEA's progress in developing multiple opportur communication between families and educators using lang Rating Scale (lowest to highest): 1 – Exploration and Research Implementation; 5 – Full Implementation and Sustainability	
4 – Full Implementation	
The state of the s	

## Narrative:

Trust is the most important component in building relationships with families. Families want to feel valued, and they want to know that their children will be safe, acknowledged, and have positive experiences at school. Therefore, our main focus in this area is earning parents' trust. We do this in a variety of ways.

Close to 200 staff members are trained in the Youth Development framework, which provides tools and practices to help youth become healthy, productive adults. This program, along with PBIS (Positive Behavior Support) and Love & Logic (an approach to working with youth that focuses on care, compassion, and empathy), gives us strategies to build strong relationships with students and their families. We are working to develop more professional development opportunities related to learning about our families' diverse cultures and languages.

All K-8 families are given an opportunity to meet with teachers twice a year during parent conference weeks. Secondary families (grades 6-12) utilize an online platform called Schoology to communicate regularly with their children's teachers. Additional two-way communication between families and educators is encouraged via surveys, and various formal and informal parent input meetings (i.e. – PTAs, School Site Councils, English Learner Advisory Committees, "coffees with the principal").

Recognizing that speaking another language can be a barrier that inhibits parent participation, WPUSD has hired three bilingual parent liaisons to help facilitate meaningful participation from Spanish-speaking families and from other families who struggle to access school/district services.

## **Building Partnerships for Student Outcomes**

capacity to partner with families.*	
Rating Scale (lowest to highest): 1 – Exploration and R Implementation; 5 – Full Implementation and Sustainat	esearch Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Fulbility
4 – Full Implementation	
6. Rate the LEA's progress in providing families with in the home.	th information and resources to support student learning and developmen
Rating Scale (lowest to highest): 1 – Exploration and R Implementation; 5 – Full Implementation and Sustainat	esearch Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Ful bility
5 – Full Implementation and Sustainability	
	s or programs for teachers to meet with families and students to discuss
student progress and ways to work together to sup	port improved student outcomes. * esearch Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Ful
student progress and ways to work together to sup Rating Scale (lowest to highest): 1 – Exploration and R	eport improved student outcomes. * esearch Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Ful
student progress and ways to work together to sup Rating Scale (lowest to highest): 1 – Exploration and R Implementation; 5 – Full Implementation and Sustainat 5 – Full Implementation and Sustainability	port improved student outcomes. * esearch Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Ful
student progress and ways to work together to sup Rating Scale (lowest to highest): 1 – Exploration and R Implementation; 5 – Full Implementation and Sustainat  5 – Full Implementation and Sustainability  8. Rate the LEA's progress in supporting families to students and all students. *	esearch Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full polity  o understand and exercise their legal rights and advocate for their own research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full phase; 4

## Narrative:

As mentioned in the prompt above, parents are given the opportunity to meet with their children's teacher(s) twice yearly during parent conference weeks to learn about their children's academic achievement and to receive suggestions for working with their children at home. Mini-trainings on technology programs (i.e. - iReady, Schoology) are offered in the fall. Back to School Nights are used as a forum to explain content standards and assessments to parents. Additionally, parents have the opportunity to participate in other parent-focused educational programs across the district: continuing education classes (GED Prep, ESL), Love & Logic, and the Latino Literacy Project, to name a few. We also offer a host of topic-specific information nights throughout the school year (i.e. – AVID Parent Nights, Science Nights, Math Nights).

## Seeking Input for Decision-Making

<ol> <li>Rate the LEA's progress in building the capacity of and stadylsory groups and with decision-making.</li> </ol>	upporting principals and staff to effectively engage families in
	Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full
4 – Full Implementation	
10. Rate the LEA's progress in building the capacity of and groups and decision-making.*	supporting family members to effectively engage in advisory
Rating Scale (lowest to highest): 1 – Exploration and Research Implementation; 5 – Full Implementation and Sustainability	Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full
4 - Full Implementation	
11. Rate the LEA's progress in providing all families with op implementing strategies to reach and seek input from any underlying Scale (lowest to highest): 1 – Exploration and Research (Implementation; 5 – Full Implementation and Sustainability	
4 – Full Implementation	
together to plan, design, implement and evaluate family eng	
Rating Scale (lowest to highest): 1 – Exploration and Research Implementation; 5 – Full Implementation and Sustainability	Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full
4 – Full Implementation	

## Narrative:

WPUSD principals work regularly with coaches/mentors on a variety of topics, including engaging families in advisory groups and with decision-making.

Annually, at school staff meetings, principals review the district's LCAP priorities and reinforce the importance of parent partnerships and parent contributions to the school community.

WPUSD values parent input on funding and programmatic decisions. Parents serve on district and/or school committees (i.e. – School Site Councils, English Learner Advisory Committees, the District Advisory Committee/District English Learner Advisory Committee, and Parent-Teacher Associations, to name a few), participate in multiple surveys, and are encouraged to communicate with school and district staff regularly.

Parent input is woven directly into the LCAP stakeholder engagement process. The district's DAC/DELAC parent group serves as an advisory group to the district's LCAP Committee (made up of certificated staff, classified staff, and administration). Agendas for DAC/DELAC and the LCAP Committee are planned at the same time; requests for input/feedback are planned, intentional, and valued. Spanish interpreting services are always provided at district committee meetings to insure full access for all parents.

A parent involvement plan, focused on the six categories of parent engagement and involvement (based on the State Board of Education's Parent and Family Involvement Policy, the National PTA's National Standards for Family-School Partnerships, and Joyce L. Epstein's Framework of Six Types of Parent Involvement), was jointly developed by parents (via feedback provided to the district's parent liaisons) and other district staff in fall, 2017. Revisiting the parent involvement plan insures parent and family engagement remains a district priority going forward.

WPUSD has strong partnerships with the Latino Leadership Council, the Coalition for Auburn and Lincoln Youth (CALY), and Lighthouse (a community counseling and family resource center).

## Priority 6 - School Climate

The California Healthy Kids Survey (CHKS) was administered in the spring of 2018. We plan to administer the CHKS again in the spring of 2020.

The spring 2018 CHKS highlighted some district strengths:

- 86% of elementary students feel they are treated with respect. (No similar question was asked on the secondary questionnaire.)
- 68% of students (at both the elementary and secondary levels) feel safe at school.

The survey also brought some challenges to the surface:

- Less than 20% of students (at both the elementary and secondary levels) feel they are given opportunities to "meaningfully participate" in their school communities.
- Only 42% of students identify themselves as being highly motivated to succeed in school.
- 21% of 11<sup>th</sup> graders admit to current alcohol or drug use.
- Over 30% of high schoolers express feelings of chronic sadness and/or hopelessness.

Our district continues to hone its work in the area of Youth Development. The youth development framework identifies five supports and opportunities that youth need to become healthy, productive adults: safety, relationships, youth participation, community involvement, and skill building. Close to 200 staff members have participated in a four-day Youth Development Institute and 15 staff have been further trained as trainers of youth development. Schools have worked diligently to improve safety and relationships with and for students. PBIS has been implemented at more than half of our school sites and staff continue to receive training and support from our Mental Health Specialist, whom we hired as part of LCAP to support PBIS and students' mental health. Based on parent feedback and the results of the 2018 CHKS, WPUSD has partnered with Wellness Together to provide additional mental health services at all school sites.

## Optional text:

WPUSD's suspension rates and expulsion rates are low and have been on a downward trajectory for the last few years. That being said, some of our subgroups (African-Americans, Pacific Islanders) are suspended at higher rates than our overall student population. We are working diligently to address that issue.

We have a full-time School Resource Officer who assists with issues related to attendance and school safety.

## Priority 7 – Access to a Broad Course of Study

## Prompt 1:

WPUSD uses multiple measures to track the extent to which students have access to, and are enrolled in, a broad course of study.

#### Elementary

Elementary teacher schedules are monitored to ensure students are getting instruction in all core areas. Elementary Intervention/ELD schedules are reviewed to ensure, if a pullout model is used, all students have full access to ELA, Math, and PE. Special Education pullout schedules ensure students with disabilities are accessing core to the degree that it is educationally appropriate. WPUSD tests all 2<sup>nd</sup> graders for GATE.

WPUSD has science and music specialists at all elementary schools, guaranteeing access to music and science for all elementary students. Their weekly instructional schedules note minutes of instruction by grade level. We also have art docents that assist with our elementary art programs, Rosetta Stone (to aid in learning Spanish) for our elementary GATE program, and AVID Elementary at 5 of our 7 elementary schools.

## Secondary

Student course requests drive secondary master schedules, which encourages a wide range of course offerings. Additionally, WPUSD's graduation requirements guarantee that students participate in a take a variety of coursework throughout their four years in high school. Our comprehensive high school operates on an 8-period block, which allows for ample opportunities to take electives.

Our comprehensive high school hosts award-winning VAPA programs, six high-quality CTE pathways (Agriculture, Biomedical Sciences, Computer Sciences, Construction, Engineering, and Media Arts), and a wide range of Honors/AP classes. Student enrollment in elective, A-G, and Honors/AP courses (and prerequisites) has been regularly audited to ensure equitable access for all student subgroups. This year, Lincoln High School is contracting with Equal Opportunity Schools, proactively working to increase its recruitment of underrepresented groups in Honors/AP classes. The AVID program also serves 263 students (12% of the student population). Students with disabilities are given access to core to the degree it is educationally appropriate; the implementation of the co-teaching model at secondary has significantly increased access to general education ELA and Math.

## Prompt 2:

The extent to which students have access to a broad course of study is consistent among grade-level spans and across all schools.

Some district-wide practices that impact students' access to a broad course of study are as follows:

- Elementary students needing academic interventions are sometimes pulled out of music, social science, or science instruction.
- Moderate-to-severe special education students have varying degrees of access to the general education setting due to their disabilities.
- At the secondary level, intervention and/or ELD courses limit students' electives choices, which decreases their access to VAPA, CTE, etc.
- High school students attending continuation high school (due to credit deficiencies) have limited access to a broad course of study due to their shortened instructional day.

Over the past three years, the district has begun making changes to some practices in an effort to increase students' access to a broad course of study. WPUSD has made progress in the following areas:

- implementing tighter parameters around when elementary students can be pulled from class for academic interventions/ELD
- eliminating remedial, non-A-G coursework options for incoming freshmen and sophomores
- offering co-teach classes in Math and ELA at the secondary level for students with mild-to-moderate disabilities
- proactively recruiting underrepresented groups to take Honors/AP course at the high school level
- adding several work-based certification and/or internship programs for students who choose a particular career path (i.e. welding, computer science, construction)

### Prompt 3:

There are some barriers that are preventing WPUSD from fully providing access to a broad course of study for all students. First, students who need extra academic support in ELA and Math don't have enough time in their school day to receive both the extra support and to access electives courses. Second, the district would like to fully implement the co-teach model at the high school and middle school level; however, full implementation is costly. Our middle school model, at this point, is more of a push-in model due to staffing constraints. Last, as WPUSD moves to mainstream more students with disabilities, there has been some staff resistance to the shift.

## Prompt 4:

Most significantly, WPUSD is moving to change the high school graduation requirements to guarantee a more broad course of study for all students. We have added several work-based certification and/or internship programs for students who choose a particular career path (i.e. – welding, computer science, construction). We will also be opening a dual immersion program at one of our elementary schools in 2020-2021. We are also in the process of developing exploratory CTE "Wheel" classes at the middle school level.

## Optional text:

As a district, WPUSD has always committed to a well-rounded education for its students. We have science and music specialists at all elementary schools, and we maintained VAPA and CTE at grades 6-12, even when other districts were cutting during the recession.

# 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: AGENDA ITEM AREA:

Disposal of Surplus Items Consent

REQUESTED BY: ENCLOSURES:

Audrey Kilpatrick No

Assistant Superintendent of Business Services

DEPARTMENT: FINANCIAL INPUT/SOURCE:

Business Services General Fund

MEETING DATE: ROLL CALL REQUIRED:

October 15, 2019 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 Maintenance have been determined to be unusable, obsolete or no longer needed and the district desires to sell the Maintenance items through The Public Group, LLC., which is 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).

## 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.

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# **Surplus Items**

Location	Value	Maintenance Items
LHS	0.00	Delfield 6000xl Freezer

An  $\ast$  indicates items that might be used within the District.

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

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

SUBJECT:	ACENDA ITEM ADEA.
SUBJECT:	AGENDA ITEM AREA:

Approve Contract Between Renaissance Learning
And WPUSD/Lincoln Crossing Elementary School

Consent

REQUESTED BY: ENCLOSURES:

Audrey Kilpatrick Yes
Assistant Supt. - Business and Operations

DEPARTMENT: FINANCIAL INPUT/SOURCE:

Business Services Site Supplemental Funds

MEETING DATE: ROLL CALL REQUIRED:

October 15, 2019 No

#### BACKGROUND:

The attached contract is between Renaissance Learning and Western Placer Unified School District/Lincoln Crossing Elementary School for the subscription for Accelerated Learning services at the school site. The agreement term is for the 2019-20 school year. The \$4,253.25 fee will be paid with school site Site Supplemental funds.

### **RECOMMENDATION:**

Administration recommends the Board ratify the agreement for fiscal budget services between Renaissance Learning and Western Placer Unified School District/Lincoln Crossing Elementary School.

**Quote** # 2183703

PO Box 8036, Wisconsin Rapids, WI 54495-8036 Phone: (800) 338-4204 | Fax: (877) 280-7642 Federal I.D. 39-1559474 www.renaissance.com

Western Placer Unified School Dist - 286778

600 6th St Fl 4

Lincoln, CA 95648-1787

Contact: Jennifer Hladun - (916) 434-5292

Email: jhladun@wpusd.k12.ca.us

Reference ID: 367351

Created: 10/02/2019

Quote Summary		
School Count: 1		
Renaissance Products & Services Total	\$4,253.25	
Shipping and Processing	\$0.00	
Sales Tax	\$0.00	
Grand Total	USD \$4,253.25	

This quote includes: Renaissance Accelerated Reader and Renaissance Star Reading.

By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the
  Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License
  located at https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf which are incorporated herein by reference;
- · consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as
  discussed in the applicable Application Privacy Policy located at <a href="https://www.renaissance.com/privacy-policy/">https://www.renaissance.com/privacy-policy/</a>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Western Placer Unified School Dist - 286778		
Ted Low	By: Carrier Carl son		
Name: Ted Wolf	Name: Carlson		
Title: VP - Corporate Controller	Title Director of Business Svcs.		
Date: 10/02/2019	Date: 10,419		
	Invoice Date:		

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036

Fax: (877)280-7642

Email: electronicorders@renaissance.com

Phone: (877)444-3172

If changes are necessary, or additional information is required, please contact your account executive Paul Ackerman at (866)560-3913, Thank You.

**Quote** # 2183703

PO Box 8036, Wisconsin Rapids, WI 54495-8036 Phone: (800) 338-4204 | Fax: (877) 280-7642 Federal I.D. 39-1559474 www.renaissance.com

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

**Quote** # 2183703

PO Box 8036, Wisconsin Rapids, WI 54495-8036 Phone: (800) 338-4204 | Fax: (877) 280-7642

Federal I.D. 39-1559474 www.renaissance.com

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Quote # 2183703

PO Box 8036, Wisconsin Rapids, WI 54495-8036 Phone: (800) 338-4204 | Fax: (877) 280-7642 Federal I.D. 39-1559474 www.renaissance.com

Quote Details				
Lincoln Crossing Elementary School - 2372671				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription Renewal	08/01/2019 - 07/31/2020	400	\$7.00	\$2,800.00
Star Reading Subscription Renewal	08/01/2019 - 07/31/2020	145	\$4.85	\$703.25
Platform Services	*			
Annual All Product Renaissance Platform Renewal	08/01/2019 - 07/31/2020	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)	- Call of Carlotte	1	\$0.00	\$0.00
	Lincoln Crossing Elementa	ry School Total	US	SD \$4,253.25

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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

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

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

SUBJECT:

Ratification of Agreement

between Brandman University and the Western Placer Unified School District

REQUESTED BY:

Gabe Simon, Ed.D.

Assistant Superintendent of Personnel Services

**AGENDA ITEM AREA:** 

Consent

**ENCLOSURES:** 

Agreement

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

**MEETING DATE:** 

October 15, 2019

**ROLL CALL REQUIRED:** 

No

## BACKGROUND:

The Western Placer Unified School District and Brandman University approve of this agreement. This agreement is for counseling fieldwork at our school sites.

## RECOMMENDATION:

Administration recommends the Board of Trustees ratify the Agreement between the Western Placer Unified School District and Brandman University.



## SUPERVISED FIELDWORK AGREEMENT

dwork in which in your District will be	participating
SCHOOL PSYCHOLOGY	
(	

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Western Placer Unified School District, hereinafter called "FIELDWORK SITE."

**EDUCATION ADMINISTRATION** 

### I. RESPONSIBILITIES OF THE UNIVERSITY

SCHOOL COUNSELING

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

### II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

## III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- 1. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

UNIVERSITY CONTACT INFORMATION:

Brandman University

Western Placer Unified School District 600 Sixth Street Lincoln, CA 95648 Attn: Gabe Simon

16355 Laguna Canvon Road Irvine, CA 92618 Attn: School of Education, Dean

Phone: 916-645-5293 Fax: (800) 775-0128

K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

## IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 0101/2020 and shall continue in full force and effect through 12/31/2023. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIG	NA	JU	RE	S:
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FIELDWORK SITE:	Signature: Name: Title: Date:	Cobore Snow Ashistent Superpotendent of Regardle 10/8/19
UNIVERSITY:	Signature:	
	Name:	Phillip L. Doolittle
	Title:	Executive Vice Chancellor of Finance and Administration and Chief Financial Officer
	Date:	

## Appendix A Payment for Master Teachers for Teacher Education Fieldwork Only

#### J. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the MASTER TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the MASTER TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

## Appendix B Specific Supervision Requirements for Each Program

## **Teacher Education Fieldwork:**

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

## School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
  - a. Personal and career assessments
  - b. Personal counseling experience in either an individual or group context
  - c. Experience in School-based programs serving parents and family members
  - d. Observing classroom instruction
  - e. Attending district and school based meetings
  - f. Mapping school-based community resources
  - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
  - h. Participating in professional development activities.
  - i. Participating in individual or group supervision.
  - j. Learning about and using technology and information systems.
  - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.
- I. Specific Supervision Requirements School Psychology Fieldwork:
- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
- b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
- c. Developing, implementing and evaluating academic and behavioral interventions.
- d. Providing counseling and other mental health interventions.
- e. Home, school, community collaboration: working with parents and community members.
- f. Learning about, helping develop, or evaluating policy, practices and programs.
- g. Participating in professional development activities.
- h. Participating in individual or group supervision.
- i. Learning about and using technology and information systems.
- j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

## **School Administration:**

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

## 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 with River City Testing for DSA Special Inspections for the Twelve Bridges High School Project

**AGENDA ITEM AREA:** 

Consent

REQUESTED BY:

Michael Adell
Director of Facilities

**ENCLOSURES:** 

Yes

**DEPARTMENT:** 

Facilities

FINANCIAL INPUT/SOURCE:

Measure A Bond Funds

**MEETING DATE:** 

October 15, 2019

**ROLL CALL REQUIRED:** 

Yes

## **BACKGROUND:**

The Twelve Bridges High School Project will be completed in various increments beginning in Spring 2019 and will be completed by Fall 2021. The project will require in-plant and shop welding inspection services for the stadium press box and bleacher system at the manufacturing plant in Texas from a Division of the State Architect (DSA) approved special inspector. Robert Schumacher with River City Testing will be providing special inspections for the in-plant and shop welding inspections for the stadium bleacher and press box portion of the Twelve Bridges High School Project.

## RECOMMENDATION:

Staff recommends the Board of Trustees Ratify the Agreement for DSA Special Inspections with River City Testing for the Twelve Bridges High School Project.



# River City Testing

7338 Sycamore Canyon Blvd., Ste. 4 ~ Riverside, CA 92508 (951) 697-0800 ~ fax (951) 697-5744

Thomas Butcher Facilities Construction Coordinator Western Placer Unified School District 600 Sixth Street Lincoln, CA 95648

September 30, 2019

Mr. Butcher:

E-MAILED TO: tbutcher@wpusd.org

RE:

Twelve Bridges High School

DSA Application Number 02-116896, DSA File 31-H5

DSA Special Inspections

Pursuant to your request, I am providing this proposal for the referenced services. It is my understanding that our services will consist of shop welding inspection of one press box at Doyle Manufacturing in Graham, Texas, as well as shop welding inspection of bleachers at Southern Bleachers in Graham, Texas.

The shop welding inspection will be performed by an AWS CWI, the In-Plant inspection of the Press Box will be performed by a DSA Class 1 inspector. Our fees, which will remain in effect until March 2020, is noted below.

DSA Shop In-Plant and Welding Inspector – Press Box: \$ 2,470.00
DSA Shop Welding Inspector – Bleachers: \$ 5,000.00

TOTAL ESTIMATE: \$ 7.470.00

Our fees are based on our experience working with Southern Bleacher on similar projects. These fees are subject to change pending the fabricators schedule at the time of inspections. We reserve the right to increase this fee if we do not have a minimum notice of seven working days to plan our travel for this trip. Our fee includes all reports as required by DSA, documentation, and travel expenses. Additional copies of reports can be provided upon request and are subject to additional costs. Payment of our invoice is due within 30 days of invoice date and interest in the amount of ½% per month is applicable to all past-due amounts.

Please contact me if you have any questions regarding our services or fees.

Sincerely,

APPROVED BY:

Robert E. Schumacher Director of Operations

printed name and title

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# PUBLIC

# HEARING

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

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

## DISTRICT GLOBAL GOALS

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

SUBJECT:

Public Hearing Regarding the Western Placer Unified School District Intent to Adopt and Levy Increased Statutory Developer Fees and 2019 School Facility Fee Justification Report **AGENDA ITEM AREA:** 

**Public Hearing** 

REQUESTED BY: /

Michael Adell
Director of Facilities

**ENCLOSURES:** 

Yes

**DEPARTMENT:** 

**Facilities** 

FINANCIAL INPUT/SOURCE:

**ROLL CALL REQUIRED:** 

Developer Fees

**MEETING DATE:** 

October 15, 2019

No

## **BACKGROUND:**

The Western Placer Unified School District is authorized to collect developer fees (referred to as Level I fees) as established by the State Allocation Board to assist in financing school facilities to serve students generated from new residential and commercial/industrial development. In order to qualify to collect Level I fees, the District must complete a School Facility Fee Justification Report (Report) and have it adopted by the Board of Trustees.

The attached report shows the District is justified to collect Level I Fees at a rate of \$3.79 per square foot for residential and \$0.61 per square foot for commercial/industrial development.

Per California Government Code 66016-66018, prior to adoption of the report, the Board of Trustees must hold a public hearing. At the public hearing the Board shall consider oral statements and/or written documentation made or filed by any interested party for or against the adoption of the increased statutory developer fees. The public hearing was noticed in the local newspaper for two successive weeks and posted in the District Office kiosk and District website 10 days prior to the hearing.

## RECOMMENDATION:

Staff recommends the Board of Trustees hold a public hearing regarding the Western Placer Unified School District intent to adopt and levy increased statutory developer fees and the 2019 School Facility Fee Justification Report.

# SCHOOL FACILITY FEE JUSTIFICATION REPORT FOR RESIDENTIAL, COMMERCIAL & INDUSTRIAL DEVELOPMENT PROJECTS

for the

## WESTERN PLACER UNIFIED SCHOOL DISTRICT

October 2019

Prepared by School Facility Consultants

# SCHOOL FACILITY FEE JUSTIFICATION REPORT FOR RESIDENTIAL, COMMERCIAL & INDUSTRIAL DEVELOPMENT PROJECTS

for the

## WESTERN PLACER UNIFIED SCHOOL DISTRICT

October 2019

Prepared for
Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648
(916) 645-6350

Prepared by
School Facility Consultants
1303 J Street, Suite 500
Sacramento, CA 95814
(916) 441-5063

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# **EXECUTIVE SUMMARY**

The Western Placer Unified School District (District) is justified to collect the legal maximum fee of \$3.79 per square foot of residential development as authorized by Government Code Section 65995 (Level I fees), as future residential development creates a school facility cost of \$11.15 per square foot. The District is also justified to collect the legal maximum fee of \$0.61 per square foot of development on all categories of commercial/industrial development (except rental self-storage), as those categories of development create school facility costs ranging from \$2.94 to \$12.52 per square foot of future development, even when fees from linked residential units are accounted for. Fees for new rental self-storage should be established on an individual case-by-case basis.

The District's justification for collecting fees on future residential and commercial/industrial development is based on the following facts and projections:

- 1. The District's projected enrollment is larger than its pupil capacity for K-5 and 9-12 grade groups. The District, therefore, does not have sufficient capacity to house K-5 and 9-12 students generated by future development. These students will require the District to acquire new school facilities.
- 2. Each square foot of future residential development creates an estimated school facilities cost of \$11.15. All categories of commercial/industrial development (except rental self-storage) create an estimated school facilities cost ranging from \$2.94 to \$12.52 per square foot of commercial/industrial development, even when fees from linked residential units are accounted for.
- 3. If the District collects the current maximum fee on residential development authorized by Government Code Section 65995 of \$3.79 per square foot, fee revenue will offset 34.0 percent of the school facility cost attributable to residential development. If the District collects the current maximum fee on commercial/industrial development authorized by Government Code Section 65995 of \$0.61 per square foot, fee revenue will offset from 4.9 percent to 20.7 percent of the school facility cost attributable to commercial/industrial development (except rental self-storage). For both residential and commercial/industrial development, the fees authorized by Government Code Section 65995 are fully justified.

The fees outlined above all meet the requirements of Government Code Section 66001 (the nexus requirements), that is, a reasonable relationship exists between the amount and use of the fees and the developments on which they are charged.

# INTRODUCTION

This Report analyzes the cost of providing school facilities for students generated by future residential and commercial/industrial development projects in the Western Placer Unified School District (District). School Facility Consultants has been retained by the District to conduct the analysis and prepare this Report.

# A. Purpose and Scope

The purpose of this Report is to show that the District meets pertinent requirements of State law regarding the collection of developer fees.

State law gives school districts the authority to charge fees on new residential and commercial/industrial developments if those developments generate additional students and cause a need for additional school facilities. Government Code Section 65995 authorizes school districts to collect fees on future development of no more than \$3.79 per square foot for residential construction and \$0.61 for commercial/industrial construction (Level I fees). Level I fees are adjusted every two years according to the inflation rate for Class B construction as determined by the State Allocation Board. Government Code Section 66001 requires that a reasonable relationship exist between the amount and use of the fees and the development on which the fees are to be charged.

# This Report:

- identifies the cost of providing school facilities for students generated by future residential and commercial/industrial development in order to justify the collection of fees on those developments and
- explains the relationship between the fees and the developments on which those fees are to be charged.

# B. Brief Description of the Western Placer Unified School District

The Western Placer Unified School District is located in Placer County. District boundaries may be seen in greater detail on maps available at the District Office.

The District currently serves over 7,300 students in grades K-12 and operates seven elementary schools, two middle schools, one comprehensive high school, and one continuation high school.

Opportunities for new residential development exist in the District, and 350 new residential units are anticipated to be subject to Level I fees, are currently projected to be built in the District over the next five years.

To accommodate this future residential development, the District plans to construct new elementary, middle and high school campuses. In addition, the District may purchase or lease portable classrooms to use for interim housing while permanent facilities are being constructed.



#### C. Data Sources

The data sources for this Report are listed in the table below and referenced throughout the Report.

#### **Data Sources**

Data Type	Data Source
Residential development rates	County of Placer; City of Lincoln; Placer County Assessor Information; Western Placer Unified School District (WPUSD); Local development project information
Commercial/industrial development rates	WPUSD Developer Fee Collection Data
Enrollment history	CBEDS, WPUSD
Pupil capacity of District schools	WPUSD
Student generation rates for housing units	WPUSD student address data and Placer County Assessor data; United States Census
Employees per square foot of commercial/industrial development	San Diego Association of Governments
Number of workers per household	United States Census

# D. Outline of the Report

The Report is divided into six sections. The sections:

- 1. Identify the District's school facility needs,
- 2. Calculate the financial impact on the District of future residential and commercial/industrial developments,
- 3. Compare the projected revenues from developer fees to the costs of providing facilities for students generated by future developments,
- 4. Show that the District satisfies the requirements of Government Code Section 66001 with respect to the collection of developer fees,
- 5. Summarize other potential funding sources for school facilities, and
- 6. Present recommendations regarding the collection of developer fees.

# I. DISTRICT FACILITY NEEDS

This Section describes the District's requirements for school facilities. Specifically, the following subsections:

- A) Project the District's future enrollment over the next five-year period (through 2023/24),
- B) Identify the District's current capacity,
- C) Subtract the District's projected enrollment from the District's capacity to calculate the District's facility needs, and
- D) Describe the District's plan to fulfill its facility needs.

# A. Five-Year Enrollment Projection

# 1) Enrollment History

The Report uses the California Basic Educational Data Systems (CBEDS) to track the District's total enrollment over the last five years (see Table 1-1). Total District enrollment has increased by 659 students (9.9%) from 2014/15 to 2018/19.

Table 1-1
District Enrollment History

Grade	2014/15	2015/16	2016/17	2017/18	2018/19
K-5	3,318	3,291	3,296	3,418	3,453
6-8	1,608	1,644	1,670	1,684	1,721
9-12	1,717	1,810	1,912	2,035	2,128
Total	6,643	6,745	6,878	7,137	7,302

### 2) Enrollment Projection

This Report uses the State School Facility Program Cohort Survival enrollment projection to estimate future enrollment.

Table 1-2 summarizes the 2023/24 enrollment projections for the District.

Table 1-2
Five-Year Enrollment Projections

Grade	Current Year 2018/19	Fifth Year 2023/24	Percent Increase (Decrease)
K-5	3,453	4,991	44.5%
6-8	1,721	1,933	12.3%
9-12	2,128	2,421	13.8%
Total	7,302	9,345	28.0 %

# **B.** Pupil Capacity of District Facilities

The Report calculates the pupil capacity of the District by (1) taking an inventory of the classrooms that are included in the District's long-term facility plans and (2) applying the District's classroom loading standards to that inventory.

### 1) Classroom Loading Standards

The State School Facility Program classroom loading standards are listed in Table 1-3.

Table 1-3 Loading Standards

Grade Level	Number of Students Per Classroom
K	50
1-3	27
4-5	31
6-8	32
6-8 Lab Rooms	32
9-12	32
Continuation High	19
9-12 Lab Rooms	33
9-12 Shop Rooms	33
Non-Severe Special Day Class	16

Source: Western Placer Unified School District

#### 2) Classroom Capacity

Table 1-4 lists the classroom capacity of the District by grade group. The capacity is determined by multiplying the number of classrooms in the District by the appropriate District loading standard identified in Table 1-3.

The classroom count was established by taking the number of classrooms identified on the District's School Facility Program SAB 50-02, *Existing School Building Capacity* form, Part II, Option B, Line e. (41 K-5 classrooms, 29 6-8 classrooms, 25 9-12 classrooms, and 2 Non-Severe Special Day Class (SDC) classrooms) and adjusting for additional permanent classrooms provided through the construction of the Twelve Bridges Elementary School (29 K-5 classrooms and 1 Non-Severe SDC classroom), the Foskett Ranch Elementary School (28 K-5 classrooms and 1 Non-Severe SDC classroom), the Foskett Ranch Elementary Addition (2 Non-Severe SDC classrooms), the Lincoln High School Addition (5 9-12 classrooms), the Lincoln Crossing Elementary School (26 K-5 classrooms and 1 Non-Severe SDC classroom), the Twelve Bridges Middle School (36 6-8 classrooms and 2 Non-Severe SDC classrooms) and the addition of relocatable classrooms on various campuses (12 K-5 portable classrooms, 5 6-8 portable classrooms and 6 9-12 portable classrooms).

Table 1-4
Total Seats Through School Facility Program

Grade Group	Number of Classrooms	Number of Pupils Per Classroom	Pupil Capacity
K	17	50	850
1-3	76	27	2,052
4-5	43	31	1,333
6-8	66	32	2,112
6-8 Lab Rooms	4	32	128
9-12	27	32	864
Continuation High	1	19	19
9-12 Lab Rooms	3	33	99
9-12 Shop Rooms	5	33	165
Non Severe SDC	9	16	144
Total	251	N/A	7,766

# 3) Percent Utilization

Table 1-5 shows the percentage of classroom capacity the District is utilizing by dividing the capacity listed above (Table 1-4) by the District's current enrollment as indicated in the District's October 2018/19 CBEDS enrollment.

Table 1-5
2015/16 Classroom Utilization

Grade Group	Pupil Capacity	2018/19 Enrollment	Percent Utilization
K-5	4,347	3,453	79.4%
6-8	2,272	1,721	75.7%
9-12	1,147	2,128	185.5%
Total	7,766	7,302	94.0%

# C. District Facility Requirements

Table 1-6 calculates the District's requirements for school facilities over the next five years by subtracting its current capacity from its projected 2023/24 enrollment.

Table 1-6
District Facility Needs/Unhoused Students

Grade Group	2023/24 Projected Enrollment	District Capacity (Pupils)	Unhoused Students
K-5	4,991	4,347	644
6-8	1,933	2,272	0
9-12	2,421	1,147	1,274
Total	9,345	7,766	1,918

As Table 1-6 shows, in 2023/24, the District will need additional facilities for 644 K-5 students and 1,274 9-12 students.

# D. Plan for Fulfilling School Facility Needs

In order to provide facilities for the unhoused students listed in Table 1-6, the District plans to construct new Elementary, Middle, and High School campuses. In addition, the District may lease additional portable classrooms to use for interim housing while permanent school facilities are being constructed.

Table 1-7
District Facility Plan

Projects	Pupil Capacity	Time Frame
New Elementary School	644*	5 years
New High School	1,274**	5 years
Interim Housing	N/A	throughout next 5 years
Total	1,918	N/A

<sup>\*</sup>Total project capacity equal 800 students for New Elementary School

<sup>\*\*</sup>Total project capacity equal 2,000 students for New High School

# II. FINANCIAL IMPACT ON THE DISTRICT OF FUTURE RESIDENTIAL DEVELOPMENT

This Section quantifies how future residential development financially affects the District.

Future residential development will generate additional students in the District. As shown in the previous section, adequate school facilities do not exist for these students. Future residential development, therefore, financially affects the District by generating a need for additional school facilities that the District must acquire at some cost. This section describes this cost in three ways: (1) dollars per K-12 student generated from future development, (2) dollars per housing unit and (3) dollars per square foot of future development.

In order to calculate the financial effects described above, the Report needs to first calculate the number of students that will live in new housing units in the District and the per-pupil cost of providing school facilities for elementary, middle and high school students.

## A. Number of Students per New Housing Unit

This Report calculates the Student Generation Rate (SGR) by comparing (1) the number of students in the District who live in housing units constructed between January 2013 and December 2017, and (2) dividing that number by the total number of housing units constructed over the same time period. This Report uses Placer County Assessor data to derive the housing counts and a District-provided student list to derive the student counts.

Table 1-8 lists the student generation rates for the District.

Table 1-8
Student Generation Rates

Grade Group	Students per Residential Housing Unit
K-5	0.252
6-8	0.074
9-12	0.109
Total	0.435

### **B.** Cost of Providing School Facilities

The per-pupil cost of providing school facilities for unhoused students is outlined in Table 1-9. The cost of the District's housing plan is based on the District's historic and anticipated costs for new elementary, middle and high school projects. The District may experience interim housing costs while permanent facilities are being constructed. Interim housing costs, however, are not quantified in this Report.



Table 1-9
Per-pupil Facility Costs for K-12 Students

Grade Group	Project	Total Facility Cost	Pupil Capacity	Per-Pupil Facility Cost
K-5	New Elementary School	\$42,980,000	800	\$53,725
9-12	New High School	\$186,940,000	2,000	\$93,470
K-12	Interim Housing Costs	N/A	N/A	N/A

# C. Cost of Providing School Facilities per New K-12 Student Generated by Future Development

The Report determines the facility cost of a K-12 student generated by future development by calculating a weighted average of the facility costs for elementary, middle and high school students.

The relative size of the three SGRs for residential housing units tells us that 57.9 percent of students from new units will be elementary students, 17.0 percent will be middle school students and 25.1 percent will be high school students. Table 1-10 weights each per-pupil facility cost by the appropriate percentage and provides a weighted average facility cost for K-12 students from future residential development.

Table 1-10
Weighted Average School Facility Cost for a K-12 Student
From Future Residential Development

Grade Group	Cost Per Pupil	Weighting Based on Student Generation Rate	Weighted Cost Per Pupil
K-5	\$53,725	57.9%	\$31,123
6-8	\$0	17.0%	\$0
9-12	\$93,470	25.1%	\$23,424
K-12	N/A	100%	\$54,547

# D. Cost of Providing School Facilities per New Residential Housing Unit

Table 1-11 multiplies the total number of students per housing unit by the facility costs of K-12 students to calculate an average \$23,728 facility cost attributable to future residential housing units.

Table 1-11
School Facility Cost per New Housing Unit

Student Generation	K-12 Per-pupil	Cost Per
Rate	Facility Cost	New Housing Unit
0.435	\$54,547	\$23,728

# E. Cost of Providing School Facilities per Square Foot of Future Residential Development

This Report calculates the school facility cost per square foot of future development by dividing the cost per housing unit by the average square footage of housing units.

This report estimates that the new housing units in the District are anticipated to have average square footages of 2,500 and 1,200 for single- and multi-family units, respectively. The weighted average of these estimates is 2,129 square feet based on number of single- and multi-family units projected to be built in the District over the next five years that will be subject to a Level I fee.

Table 1-12 shows the school facility cost per square foot of new residential housing units.

Table 1-12
School Facility Cost Per Square Foot of Residential Development

Facility Cost Per Unit	Average Square Footage	Facility Cost Per Square Foot of Development
\$23,728	2,129	\$11.15

# III. REVENUE FROM FEES ON RESIDENTIAL DEVELOPMENT VERSUS COSTS OF SCHOOL FACILITIES

This Section compares the projected revenues from fees levied on future residential development to the school facility costs attributable to that development.

State law currently caps Level I Fees at \$3.79 per square foot. As demonstrated in the previous section, each square foot of future residential development will generate a school facility cost of \$11.15. Any given amount of future development will, therefore, generate more school facility costs than Level I Fee revenue (i.e., at \$3.79, every \$1.00 in fee revenue generated by future development will generate \$2.94 in school facility costs).

# A. Fee Revenue from Future Residential Development

Based on information provided by the City of Lincoln Planning Department, this Report estimates that 350 housing units will be built in the District within the next five years. For *any* given amount of residential development, however, school facility costs will be greater than fee revenue by a ratio of \$2.94 to \$1.00 at \$3.79 per square foot.

As stated in the previous section, the Report estimates that new residential units will average 2,129 square feet over the next five years.

If the District were to collect the maximum allowable Level I fee (\$3.79) on residential development, the District would collect \$2,824,119 in residential developer fees over a five-year projection period.

Table 1-13
Revenue from Residential Developer Fees

New Housing	Average Square	Fee Amount	Revenues From Fees
Units	Footage		on New Housing Units
350	2,129	\$3.79	\$2,824,119

# B. Fee Revenue from Additions to Existing Residences

Revenue will be collected from fees assessed on additions to existing residences, to the extent that these additions exceed the exclusionary threshold outlined in the Education Code. Pursuant to Education Code Section 17620(a)(1)(C)(i), developer fees may be charged on residential additions "only if the resulting increase in assessable space exceeds 500 square feet." The fee revenue calculation for additions is the same as for new units. For example, additions totaling 40,000 square feet would generate \$151,600 in fee revenue (40,000 multiplied by \$3.79).

# C. Fee Revenue from Reconstruction and Redevelopment

Revenue will be collected from fees assessed on projects that reconstruct or redevelop existing housing, but only to the extent that the square footage of the new construction exceeds the square footage of the reconstructed or redeveloped housing. The fee revenue calculation for reconstruction and/or redevelopment is the same as for new units. For example, reconstruction and/or redevelopment totaling 50,000 square feet would generate \$189,500 in fee revenue (50,000 times \$3.79).

### D. School Facility Costs Generated by Residential Development Over the Next Five Years

The total school facility cost attributable to future residential development over the next five years is calculated by multiplying the following two factors: (1) the number of new housing units and (2) the facility cost per new housing unit. Table 1-14 shows that the total school facility cost attributable to future development is \$8,304,800.

Table 1-14
School Facility Cost Generated by Students from Future Development

New Units	Cost Per New Housing Unit	Total Cost
350	\$23,728	\$8,304,800

### E. School Facility Costs Generated by Additions to Existing Residences

Additions to existing residences will have the same financial effect on the District as new residential units. For example, residential additions of 40,000 square feet will generate an additional nine students, when applying the student generation rate calculated in this Report, and a school facilities cost to the District of \$490,923 (nine students times a per-pupil facilities cost of \$54,547).

#### F. School Facility Costs Generated by Reconstruction and Redevelopment

Reconstruction and redevelopment of existing homes will have the same financial effect on the District as new residential development. For example, reconstruction and/or redevelopment of 50,000 square feet will generate an additional eleven students when applying the student generation rate calculated in this Report and a school facilities cost to the District of \$600,017 (eleven students times a per-pupil facilities cost of \$54,547).

# G. Extent of Mitigation of School Facility Costs Provided by Level I Residential Fees

Table 1-15 shows that \$2,824,119 in total residential Level I fee revenue will cover only 34.0 percent of the \$8,304,800 in total school facility costs attributable to residential development over the next five years. Some of this shortfall may be recovered from fees on commercial development.

Table 1-15
Facility Cost of Residential Development Versus Fee Revenue

Total School Facility Costs	Total Revenues From Fees	Net Facility Cost to the District
\$8,304,800	\$2,824,119	\$5,480,681

# H. Senior Citizen Restricted Housing

As required by law, a lower fee, currently the commercial/industrial maximum of \$0.61 per square foot, is established for certain types of residences that are restricted in occupancy to senior citizens. Housing of this type generates employees and has an indirect impact on the school district similar to that from commercial/industrial development projects.

# IV. FINANCIAL EFFECT ON THE DISTRICT OF NEW COMMERCIAL/INDUSTRIAL DEVELOPMENT

This Section analyzes the costs of providing school facilities for students generated by new commercial/industrial development.

Commercial/industrial development will attract additional workers to the District, and, because some of those workers will have school-age children, will generate additional students in the District. As shown in Section I, adequate school facilities do not exist for these students. New commercial/industrial development, therefore, creates a fiscal impact on the District by generating a need for new school facilities.

The Report multiplies the following five factors together to calculate the school facility cost incurred by the District per square foot of new commercial/industrial development:

- A. Employees per square foot of new commercial/industrial development,
- B. Percent of employees in the District that also live in the District,
- C. Houses per employee,
- D. Students per house, and
- E. School facility cost per student.

The Report calculates each of these factors in the next sections.

# A. Employees per Square Foot of Development

As permitted by State law, the Report uses results from a survey published by the San Diego Association of Governments (SanDAG) (see Appendix) to establish the number of employees per square foot of new commercial/industrial development projects.

Table 1-16
Employees Per Square Foot of Commercial/Industrial
Development, by Category

Commercial/Industrial Category	Average Square Foot per Employee	Employees per Average Square Foot		
Banks	354	0.00283		
Community Shopping Centers	652	0.00153		
Neighborhood Shopping Centers	369	0.00271		
Industrial Business Parks	284	0.00352		
Industrial Parks	742	0.00135		
Rental Self Storage	17,096	0.00006		
Scientific Research & Development	329	0.00304		
Lodging	882	0.00113		
Standard Commercial Office	208	0.00480		
Large High Rise Com. Office	232	0.00432		
Corporate Offices	372	0.00269		
Medical Offices	234	0.00427		

Source: 1990 SanDAG Traffic Generators Report.

# B. Percentage of Employees Residing Within the District

U.S. Census data indicates that approximately 22 percent of people working in the District also live in the District.

# C. Number of Households per Employee

U.S. Census data indicates that there are approximately 1.18 workers per household. Likewise, this data indicates that there are 0.84 housing units for every one worker. The Report, therefore, assumes that each new resident worker in the District will demand 0.84 housing units.

### D. Number of Students per Dwelling Unit

As outlined in Section II.A., the Report assumes that 0.435 K-12 pupils will reside in each housing unit.

### E. School Facility Cost per Pupil

As outlined in Section II.C., the Report estimates that the school facility cost per K-12 pupil is \$54,547.

# F. School Facility Cost per Square Foot of Commercial/Industrial Development

Table 1-17 calculates the school facility cost generated by a square foot of new commercial/industrial development for each of the categories of commercial/industrial projects listed in Table 1-16.

School facility costs for development projects not included on this list may be estimated by using the closest employee-per-square-foot ratio available for the proposed development or by following the District's administrative procedures for appeals of school facility fee imposition.

Table 1-17
Facility Cost Per Square Foot of Commercial/Industrial
Development, by Category

Category	Employees per Square Foot	% Employees Residing in District	Dwelling Units per Employee	K-12 Students per Dwelling Unit	Cost per K-12 Student	Cost per Square Foot
Banks	0.00283	0.22	0.84	0.435	\$54,547	\$12.41
Community Shopping Centers	0.00153	0.22	0.84	0.435	\$54,547	\$6.71
Neighborhood Shopping Centers	0.00271	0.22	0.84	0.435	\$54,547	\$11.88
Industrial/business Parks	0.00352	0.22	0.84	0.435	\$54,547	\$15.43
Industrial Parks	0.00135	0.22	0.84	0.435	\$54,547	\$5.92
Rental Self-Storage	0.00006	0.22	0.84	0.435	\$54,547	\$0.26
Scientific R&D	0.00304	0.22	0.84	0.435	\$54,547	\$13.33
Lodging	0.00113	0.22	0.84	0.435	\$54,547	\$4.95
Standard Commercial Offices	0.00480	0.22	0.84	0.435	\$54,547	\$21.05
Large High Rise Com. Offices	0.00432	0.22	0.84	0.435	\$54,547	\$18.94
Corporate Offices	0.00269	0.22	0.84	0.435	\$54,547	\$11.80
Medical Offices	0.00427	0.22	0.84	0.435	\$54,547	\$18.72

The District generates a school facility cost greater than the Government Code maximum of \$0.61 per square foot for all categories of commercial/industrial development (except rental self-storage).

# G. Calculating School Facility Cost of Commercial/Industrial Development with Residential Fee Offset

A "residential fee offset" is calculated by (1) determining the number of homes that are associated with the employees generated by new commercial/industrial development and (2) calculating the residential fee revenues the District will collect from those homes (note: the residential fee offset calculation assumes that all the homes associated with new employees are new homes; in reality, some new employees will live in existing homes).

For purposes of calculating the residential fee offset, this Report estimates that the District will collect \$4.50 per square foot of future residential development. This figure is equal to the Level II fee amount justified in the District's 2019 School Facility Needs Analysis.

Subtracting the residential fee offset from the total school facility cost generated by commercial/industrial development produces a discounted school facility cost that takes into account revenues from "linked" residential units.

Table 1-18 calculates the facility cost of new commercial/industrial development while taking into account the revenues from linked residential units.

Table 1-18
School Facility Cost of New Commercial/Industrial Development
Discounted By Residential Fee Offset

Category	Dwelling Unit per Square Foot Com/Ind	Square Foot	District's Revenue per Square Foot Res. Dev.	Residential Offset per Com/Ind Square Foot	School Facility Cost per Square Foot Comm/Ind Development	Cost per Square Foot Less Offset
Banks	0.00052	2,129	\$4.50	\$4.98	\$12.41	\$7.43
Community Shopping Centers	0.00028	2,129	\$4.50	\$2.68	\$6.71	\$4.03
Neighborhood Shopping Centers	0.00050	2,129	\$4.50	\$4.79	\$11.88	\$7.09
Industrial Business Parks	0.00065	2,129	\$4.50	\$6.23	\$15.43	\$9.20
Industrial Parks	0.00025	2,129	\$4.50	\$2.40	\$5.92	\$3.52
Rental Self-storage	0.00001	2,129	\$4.50	\$0.10	\$0.26	\$0.16
Scientific R&D	0.00056	2,129	\$4.50	\$5.37	\$13.33	\$7.96
Lodging	0.00021	2,129	\$4.50	\$2.01	\$4.95	\$2.94
Standard Com.Offices	0.00089	2,129	\$4.50	\$8.53	\$21.05	\$12.52
Large High Rise Com. Offices	0.00080	2,129	\$4.50	\$7.66	\$18.94	\$11.28
Corporate Offices	0.00050	2,129	\$4.50	\$4.79	\$11.80	\$7.01
Medical Offices	0.00079	2,129	\$4.50	\$7.57	\$18.72	\$11.15

As the table shows, the school facility cost of all categories (except rental self-storage) is greater than the Government Code maximum of \$0.61 per-square-foot even when that cost is discounted by revenues from linked residential units. Therefore, the District is justified in collection the Government Code maximum of \$0.61 per square foot for all categories of commercial/industrial

development (except rental self-storage). Fee amounts for self-storage and other low-employee-generating businesses should be examined on a case-by-case basis.

For illustrative purposes, the Report will compare the school facility cost generated by 140,000 square feet of new community shopping center development to the fee revenue it will provide to the District. This analysis is valid, however, for all types of commercial/industrial development except rental self-storage.

If the District charges \$0.61 per square foot of commercial/industrial development, it will collect \$85,400 from the 140,000 square feet of community shopping center development. Assuming that all of the employees of the community shopping center development live in new homes, the District will also collect \$379,236 in revenue from residential developer fees (140,000 square feet x 0.00153 employees per square foot x 22% employees that live in District x 0.84 housing units per employee x 2,129 square feet per housing unit x \$4.50 revenue from developer fees). The 140,000 square feet of community shopping center development will create a school facilities cost of \$939,400 (140,000 square feet x \$6.71 school facility cost per square foot of community shopping center).

Table 1-19 compares the school facility costs generated by 140,000 square feet of community shopping center development to the fee revenues it provides to the District.

Table 1-19
Comparison of Facility Cost and Fee Revenue Generated by
New Community Shopping Center Development

	Fee Revenues	Facility Costs	Total Revenues (Costs)
140,000 square feet of community shopping center development	\$85,400	\$939,400	(\$854,000)
New housing units associated with the development	\$379,236	N/A	\$379,236
Total	\$464,636	\$939,400	(\$474,764)

As the table shows, fee revenue from community shopping center development will cover only 49.5 percent of the school facility cost it generates, even when that cost is discounted by the revenues from linked new housing units.

All categories of commercial/industrial development (except self-storage) will generate more facility cost than fee revenue, because they all generate a facility cost greater than \$0.61 per square foot even when fees from linked residential units are considered. Fee amounts for self-storage and other low-employee-generating businesses should be examined on a case-by-case basis.

# V. FINDINGS

This Section shows that the District meets the requirements of Government Code Section 66001 regarding the collection of developer fees and summarizes other potential funding sources for the District's capital projects.

### A. Government Code Section 66001(a)(1)—Purpose of the Fee

The purpose of collecting fees on residential and commercial/industrial development is to acquire funds to construct or reconstruct school facilities for the students generated by new residential and commercial/industrial developments.

# B. Government Code Section 66001(a)(2)—Use of the Fee

The District's use of the fee will involve constructing new school facilities. In addition, the fee may be used to construct additional permanent facilities on existing school campuses, and/or constructing and/or reconstructing school campuses. The District will also need to purchase or lease portable classrooms to use for interim housing while permanent facilities are being constructed.

Revenue from fees collected on residential and commercial/industrial development may be used to pay for any of the following:

- (1) Land (purchased or leased) for school facilities,
- (2) Design of school facilities,
- (3) Permit and plan checking fees,
- (4) Construction or reconstruction of school facilities,
- (5) Testing and inspection of school sites and school buildings,
- (6) Furniture for use in new school facilities,
- (7) Interim school facilities (purchased or leased) to house students generated by new development while permanent facilities are being constructed,
- (8) Legal and administrative costs associated with providing facilities to students generated by new development,
- (9) Administration of the collection of developer fees (including the costs of justifying the fees), and
- (10) Miscellaneous purposes resulting from student enrollment growth caused by new residential development.

# C. Government Code Section 66001(a)(3)—Relationship Between Fee's Use and the Type of Project Upon Which the Fee is Imposed

Future residential development will cause new families to move into the District and, consequently, will generate additional students in the District. As shown in Section I.B. of this Report, adequate school facilities do not exist for these students. Future residential development, therefore, creates a need for additional school facilities. The fee's use (acquiring

school facilities) is, therefore, reasonably related to the type of project (future residential development) upon which it is imposed.

New commercial/industrial development will cause new workers to move into the District. Because some of these workers will have school-age children, commercial/industrial development will also generate new students in the District. As shown in Section I.B. of this Report, adequate school facilities do not exist for these students. New commercial/industrial development, therefore, creates a need for additional school facilities. The fee's use (acquiring school facilities) is, therefore, reasonably related to the type of project (new commercial/industrial development) upon which it is imposed.

# D. Government Code Section 66001(a)(4)—Relationship Between the Need for the Public Facility and the Type of Project Upon Which the Fee is Imposed

The District's projected enrollment for grades K-5 and 9-12 is larger than its pupil capacity. The District, therefore, does not have sufficient existing capacity in grades K-5 and 9-12 to house students generated by future development. Future residential and commercial/industrial development in the District will generate additional students and, consequently, a need for additional school facilities. A relationship exists, therefore, between the District's need to build additional school facilities and the construction of new residential and commercial/industrial development projects.

# E. Government Code Section 66001(b)—Relationship Between the Fee and the Cost of the Public Facility Attributable to the Development on Which the Fee is Imposed

This Report demonstrates that the school facility cost attributable to future residential development is \$11.15 per square foot. Level I fees of \$3.79 per square foot on residential development are, therefore, fully justified.

This Report also demonstrates that the school facility costs attributable to all categories of commercial/industrial development except rental self-storage range from \$2.94 per square foot to \$12.52 per square foot, even when fees from linked residential units are accounted for. Level I fees of \$0.61 on these types of development are, therefore, fully justified. The school facility cost attributable to rental self-storage units is \$0.16 per square foot when fees from linked residential units are accounted for. Fees for this type and other low-employee-generating types of development should be examined on a case-by-case basis.

All school facility costs and fees in this Report are calculated on a per-student basis to ensure that future developments only pay for impacts they cause.

The total cost of providing school facilities for all unhoused students, as documented in Table 1-6 and Table 1-9 is \$153,379,380. According to District administrators, the amount of funds currently available in the District's capital facility accounts and all authorized but unissued bond funds budgeted for new capacity total approximately \$120.2 million. Funds not included in this total include amounts reserved for debt service related to the construction of school projects included in the capacity figures outlined in Table 1-4 and other amounts set aside for modernization projects.

Comparing all of the funds in the District's capital facility accounts and all authorized but unissued bond funds budgeted for new capacity (\$120.2 million) to the cost of providing school facilities for unhoused students (\$153,379,380) indicates that the District's total new construction facility costs exceed the current funds available for acquiring new school facilities.

# F. Other Funding Sources

The following is a review of other potential funding sources for constructing school facilities.

#### General Fund

The District's General Fund budget is typically committed to instructional and day-to-day operating expenses and not used for capital outlay uses, as funds are needed solely to meet the District's non-facility needs.

#### 2) State Programs

The District has been approved for eligibility and has received State funding for the design of new school facilities under the 1998 Leroy F. Greene School Facility Program. Even projects funded at 100 percent of the State allowance, however, experience a shortfall between State funding and the District's actual facility needs. State funds for deferred maintenance may not be used to pay for new facilities. State law prohibits use of lottery funds for facilities.

# 3) General Obligation Bonds

School districts can, with the approval of two-thirds or 55 percent of its voters, issue general obligation bonds that are paid for out of property taxes.

#### 4) Parcel Taxes

Approval by two-thirds of the voters is required to impose taxes that are not based on the assessed value of individual parcels. While these taxes have been occasionally used in school districts, the revenues are typically minor and are used to supplement operating budgets.

#### 5) Mello-Roos Community Facilities Districts

This alternative uses a tax on property owners within a defined area to pay long-term bonds issued for specific public improvements. Mello-Roos taxes require approval from two-thirds of the voters (or land owners if fewer than 12) in an election.

#### 6) Surplus Property

The District does not own any surplus property that could be used to finance additional school facilities.

# VI. RECOMMENDATIONS

As described in Section II.E, the District's cost per square foot of residential development is \$11.15. Therefore, this Report recommends that the District levy a fee, as authorized by Government Code Section 65995, not to exceed \$11.15 per square foot of residential development.

As described in Section IV.G, the District's cost per square foot of commercial/industrial development ranges from \$2.94 to \$12.52 (except for rental self-storage). The Report also recommends that the District levy the maximum fee as authorized by Government Code Section 65995, currently \$0.61 per square foot on all categories of commercial/industrial development except rental self-storage. Developer fees for rental self-storage and other types of low-employee-generating developments should be examined on a case-by-case basis.

These recommendations are based on the findings that residential and commercial/industrial development (except for rental self-storage) creates a school facility cost for the District that is larger than the revenue generated by charging these fees.

**End of Report** 

# **Appendix**

Employee Statistics From the San Diego Association Of Governments By Various Categories of Commercial/Industrial Development

# **Appendix**

# **Employee Statistics From the San Diego Association of Governments by Various Categories of Commercial/Industrial Development**

(from Traffic Generators Report January 1990)

		Employees	Total Sq.	Sq Ft / Employee	Employee Per Sq. ft
Banks		•			
Calif. First		57	13,400		
Southwest		11	3,128	]	
Mitsubishi	_	14	6,032	]	
Security Pacific		22	14,250	]	
	Total	104	36,810	]	
	Average	26	9,203	354	0.00283
Community Shopping Center	ers				
Rancho Bernardo Towne Cen		273	139,545		
Plaza De Las Cuatro Banderas	5	227	186,222	1	
Rancho San Diego Village		N/A	N/A	1	
	Total	500	325,767	1	
· · · · · · · · · · · · · · · · · · ·	Average	250	162,884	652	0.00153
Neighborhood Shopping Cer	nters		F		
Town and Country		217	70,390	-	
Tierrasanta II		87	49,080	1	
Palm Plaza		143	47,850	1	
Westwood Center		173	61,285	1	
	Total	620	228,605	1	
	Average	155	57,151	369	0.00271
Industrial Business Parks					
Convoy Ct / St. Parks		955	224,363		
Sorrento Valley Blvd. / Ct. Co	mplexes	2,220	610,994		
Ronson Court		848	206,688	]	
Pioneer Industrial Project		N/A	N/A	]	
Sorrento Valley		N/A	N/A	]	
Torrey Business & Research		739	243,829	]	
Ridgehaven Court		823	213,449	]	
Ponderosa Avenue Industrial		245	158,983	]	
	Total	5,830	1,658,306	]	
	Average	972	276,384	284	0.00352

		Employees	Total Sq.	Sq Ft / Employee	Employee Per Sq. ft
Industrial Parks					
Sorrento West		725	614,922	]	
Roselle Street		761	500,346	]	
Stromesa Street		200	136,124	]	
	Total	1,686	1,251,392		
	Average	562	417,131	742	0.00135
Rental Self-Storage					
Poway Storage		2	32,000		
Lively Center		2	20,000	1	
Brandon Street Mini-Storage		2	31,348	1	
Melrose Mini-Storage		2	28,280	1	
Lock-It Lockers Storage		3	59,325	1	
	Total	11	170,953	1	
	Average	2	34,191	17,096	0.00006
Scientific Research and Develor Johnson & Johnson Biotechnolo	_	39	22,031	1 1	
IVAC Corporation	gy Center	1,300	315,906	1	
TRW/LSI Products		350	145,192	1	
Nissan Design International		26	40,184	1	
Salk Institute		500	318,473	1	
S-Cubed Corporation		160	56,866	1 1	
Torrey Pines Science Park		2,333	649,614	1	
. o.r.og r mos solenos r ara	Total	4,708	1,548,266	1	
	Average	673	221,181	329	0.00304
	•				
Lodging				<del>                                     </del>	
San Diego Hilton		139	223,689	1 1	
Hyatt Islandia		320	250,000	-	
La Jolla Village Inn		180	129,300	4	
Hanalei Hotel		310	267,000	-	
Vagabond Inn		12	22,548	4	
Fabulous Inn & E-Z8 Motel		92	92,731	4	
Vacation Village		234	151,134	4	
	Total_	1,287	1,136,402	1	
	Average	184	162,343	882	0.00113

	Employees_	Total Sq. ft	Sq Ft / Employee	Employee Per Sq. ft
Standard Commercial Office		_	·	
Industrial Indemnity Bldg.	170	34,300		
Beta Bldg.	110	29,400	]	
Park Camino Bldg.	299	55,500	]	
2181 E.C.R. Bldg.	47	10,000	]	
Camino Real Financial Center	23	6,300	]	
Total	649	135,500	]	
Average	130	27,100	208	0.00480
Large High Rise Com. Office				
Mission Valley Financial Center (Security Pacific)	900	185,600	Ï	
Lion Plaza Building	462	109,900	1	
Crossroads Limited Building (Crocker and Xerox)	512	138,900	1	
Total	1,874	434,400	1	
Average	625	144,800	232	0.00432
C + OFF				
Corporate Offices	200	62.000	<del>" "</del>	
Equitable Life		53,900	-	
Bank of America Processing Center	300	110,000	-	
Home Federal Processing Center Trade Services Publications	1,150	450,000	-	
	270	82,000	-	
IRT Corporation	210	89,500	-	
Earl Walls & Assoc.	43	15,000	-	
Four Winds International Headquarters	220	90,914	-	
Total	2,393	891,314		0.00020
Average	342	127,331	372	0.00269
Medical Offices				
Chula Vista Doctors' Park	108	24,000	1	
Parkway Medical Group	65	17,620	]	
Campus Medical-Dental Center	115	25,900	]	
Total	288	67,520	_	
Average	96	22,507	234	0.00427

# 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: AGENDA ITEM AREA:

Public Hearing Regarding the Western Placer Unified School District Intent to Adopt the 2019 School Facility Needs Analysis and Justification Study (SFNA) and Level II Developer Fees Public Hearing

REQUESTED BY: \( \) ENCLOSURES:

Michael Adell Your Director of Facilities

DEPARTMENT: FINANCIAL INPUT/SOURCE:

Facilities Developer Fees

MEETING DATE: ROLL CALL REQUIRED:

October 15, 2019 No

# **BACKGROUND:**

Based on meeting certain criteria set forth in Senate Bill 50, the District is authorized to collect residential developer fees over-and-above the Level I rate established by the State Allocation Board. This fee is commonly referred to as a Level II Fee. In order to qualify to collect Level II Fees, the District must complete a School Facility Needs Analysis and Justification Study (SFNA) and have it adopted by the Board of Trustees.

The 2019 SFNA calculates justification for the District to begin collecting Level II Fees of \$4.50 per square foot of conditioned living space for residential construction outside the boundaries of any existing Mello-Roos District.

Per California Government Code 66016-66018.5, prior to adoption of the study, the Board of Trustees must hold a public hearing. At this public hearing the Board shall consider oral statements and/or written documentation made or filed by any interested party for or against the adoption of the Level II fees. This public hearing was noticed in a local newspaper and posted in the District Office kiosk and District website prior to the hearing.

The Level II fee goes into effect immediately after adoption by the Board of Trustees.

### RECOMMENDATION:

Staff recommends the Board of Trustees hold a public hearing regarding the Western Placer Unified School District intent to adopt the 2019 School Facility Needs Analysis and Justification Study and Level II Fee.

# SCHOOL FACILITY NEEDS ANALYSIS AND JUSTIFICATION STUDY

for the

# WESTERN PLACER UNIFIED SCHOOL DISTRICT

October 2019

Prepared by School Facility Consultants

# SCHOOL FACILITY NEEDS ANALYSIS AND JUSTIFICATION STUDY

for the

# WESTERN PLACER UNIFIED SCHOOL DISTRICT

October 2019

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Appendix A. Calculation of Allowable Per-Pupil Grant Costs
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# **Executive Summary**

The Western Placer Unified School District is authorized to collect \$4.50 per square foot of residential development pursuant to Government Code Section 65995.5 and \$9.00 per square foot pursuant to Government Code Section 65995.7 (also known as Level II and III fees, respectively).

The District meets the eligibility requirements in Government Code Section 65995.5(b) regarding the collection of Level II and III fees. The dollar amounts of the fees are based on the following facts and projections:

- 1. The student generation rate of residential housing units projected to be built in the District, calculated in accordance with Government Code Section 65995.6(a), is 0.354 for single-family units and 0.638 for multi-family units.
- 2. This report estimates the number of new residential housing units subject to Level II and Level III fees projected to be built in the District over the next five years is 250 single-family and 100 multi-family units.
- 3. Multiplying the appropriate terms in (1) and (2) shows that future single- and multi-family residential development is projected to add 96 K-6 students, 19 7-8 students and 38 9-12 students.
- 4. The District has zero excess pupil capacity at the K-6 and 9-12 grade levels available for pupils generated by future residential development even when accounting for capacity added through the construction of the Twelve Bridges Elementary School, Foskett Ranch Elementary School, Lincoln Crossing Elementary school, Twelve Bridges Middle School, Lincoln High School Addition projects and the inclusion of capacity provided by relocatable classrooms on various campuses. At the 7-8 grade levels the District has 357 seats available for students generated by future residential development.
- 5. The total number of unhoused pupils generated by future development equals 96 K-6 students, zero 7-8 student and 38 9-12 students from future single- and multi-family residential development.
- 6. The per-pupil allowable costs for the Level II fee equation equal \$21,721.50, \$21,039.00 and \$32,816.50 for elementary, middle and high school students, respectively. These figures are equal to the per-pupil grant amounts in the State School Facility Program plus allowable per-pupil site development and site acquisition costs calculated pursuant to Government Code Section 65995.5(c) and 65995.6(h).
- 7. Total allowable costs for the Level II fee equation equal \$3,348,849.00 (unhoused students generated by future development times the appropriate allowable per-pupil cost).
- 8. The total amount of residential square footage projected to be built in the District over the next five years is 745,000 square feet, based on an average square footage of 2,500 square feet for single-family units and 1,200 square feet for multi-family units projected to be built in the District and subject to Level II fees.
- 9. The District has no local funds available to dedicate to school facilities necessitated by future residential development.

As shown in the body of this Report, the District meets the requirements of Government Code Section 6600 I regarding the collection of developer fees (the nexus requirements).

**End of Summary** 

# Introduction

The purpose of this Report is to calculate the fee amount that the Western Placer Unified School District (District) is authorized to collect on residential development projects pursuant to Government Code Sections 65995.5 and 65995.7. School Facility Consultants has been retained by the District to conduct the analysis and prepare this Report.

State law gives school districts the authority to charge fees on new residential developments if those developments generate additional students and cause a need for additional school facilities. All districts with a demonstrated need may collect fees pursuant to Education Code Section 17620 and Government Code Section 65995 (referred to as Level I fees). Level I fees are currently capped at \$3.79 per square foot of new residential development. Government Code Sections 65995.5 and 65995.7 authorize districts to collect fees (referred to as Level II and Level III fees) in excess of Level I fees, provided that the districts meet certain conditions. Government Code Section 66001 requires that a reasonable relationship exist between the amount and use of developer fees and the developments on which they are to be charged.

This Report is divided into three sections. The first summarizes the specific requirements in State law regarding Level II and Level III fees and establishes the District's authority to collect them. The second calculates the dollar amounts of Level II and Level III fees that the District is authorized to collect. The third explains how the District satisfies the requirements of Government Code Section 66001 with respect to Level II and III fees, summarizes other potential funding sources for school facilities, and presents recommendations regarding the collection of developer fees.

# I. Authority to Collect Level II and Level III Fees

State law establishes several requirements in order for school districts to collect Level II fees. Specifically, districts must: (1) apply to the State Allocation Board and be deemed eligible for State funding for new school construction, (2) adopt a school facility needs analysis and justification study, and (3) satisfy at least two of the four criteria set forth in Government Code Section 65995.5(b)(3)(A-D).

The general conditions required for collecting Level III fees are the same as those for Level II fees. Before districts can collect Level III fees, however, the State Allocation Board must no longer be approving apportionments for new construction pursuant to Article 5 (commencing with Section 17072.20) of Chapter 12.5 of Part 10 of the Education Code.

The District satisfies the three conditions listed above in the following ways.

### A. Eligibility for State Funding for New Construction

The District has been deemed eligible to receive State funding for construction of new school facilities as outlined in Government Code Section 65995.5(b)(1). The District's most recent eligibility approval was at the February 24, 2010, meeting of the State Allocation Board.

### B. Adoption of School Facility Needs Analysis and Justification Study

This Report meets the requirements of Government Code Section 65995.6 for a School Facility Needs Analysis and Justification Study, that is, a study that shall "determine the need for new school facilities for unhoused pupils that are attributable to projected enrollment growth from the development of new residential units over the next five years." By adopting this study, the District will satisfy this requirement.

# C. Criteria in Government Code Section 65995.5(b)(3)(A-D)

The District meets the criterion outlined in 65995.5(b)(3)(C) in that it has issued debt equal to at least 30% of its bonding capacity.

The District also meets the criterion outlined in 65995.5(b)(3)(D), that is, that at least twenty percent of a district's classrooms are relocatable. According to the District's current Office of Public School Construction Form SAB 50-02, 46.53 percent (67 out of 144) of the total classrooms in the District are relocatable. The District has also added capacity through the construction of Twelve Bridges Elementary School (30 permanent teaching stations), Foskett Ranch Elementary School (29 permanent teaching stations), Foskett Ranch Elementary Addition (two modular teaching stations), Lincoln Crossing Elementary School (27 permanent teaching stations), Twelve Bridges Middle School (39 permanent teaching stations), Lincoln High School Addition (five modular teaching Stations) and the addition of 22 relocatable classrooms on various campuses. Including these projects in the District's capacity indicates that 29.9 percent (89 out of 298) of the total classrooms in the District are relocatable.

# II. Amount of Level II and Level III Fees

State law outlines the method by which Level II fees are calculated. The intent of the law is that the Level II fee represents half the cost of providing new school facilities, as defined in the State School Facility Program. The methods defined in State law for calculating the Level II fee, however, underestimate the District's true cost of providing school facilities. Additional sources of funds are necessary to fully fund the facilities that are required as a result of new development and the generation of students from such development activity within the District.

The Level II fee is calculated by (I) determining the allowable cost for new school facilities as outlined in the State School Facility Program, and (2) dividing that cost by the amount of new residential square footage projected to be built in the District over the next five years.

#### A. Allowable Cost for New School Facilities

State law prescribes the following process for calculating the allowable cost for new school facilities:

- (1) determine the number of unhoused students attributable to future residential development;
- (2) multiply the number of unhoused students by the per-pupil grant costs of new elementary, middle, or high schools as outlined in Education Code Section 17072.10;
- (3) determine the amount of site acquisition and development costs to be included as allowed by Government Code Section 65995.5(h); and
- (4) subtract the amount of local funds dedicated to school facilities necessitated by future residential development from the sum of (2) and (3).

# 1) Number of Unhoused Students

The number of unhoused students generated by future development equals the total number of students generated by future development minus the District's existing excess pupil capacity.

As required by Government Code Section 65995.6(a), this Report estimates the number of students generated by new development based on the historical student generation rates of residential units constructed during the previous five years.

This Report estimates the number of students that will be generated by each new single- and multi-family housing unit by (1) counting the number of students in the District who live in housing units constructed between January 2013 and December 2017, and (2) dividing that number by the total number of housing units constructed over the same time period. This Report uses Placer County Assessor data to derive

the housing counts and a February 2019 District-provided student list to derive the student counts.

Addresses for units that were constructed from January 2018 to the present date are not used in the calculation because (1) student address files may not reflect residents' address changes for approximately one year, (2) students who have moved from a nearby district may continue to attend their previous school until the end of the school year and (3) units listed may not have been completed and occupied by the time the student address list was compiled.

It is noted that student generation rates are a calculation of students per residential unit at any one moment in time. Therefore, student generation rates are constantly changing based on increases and decreases in enrolled students and the number of residential units within the District at the time of calculation. As such, the District should be cautious with regards to using student generation rates for long-term planning and development and should adjust such planning and development based on updated student generation rates that are more in line with the current conditions at the time of evaluation.

Table 1-1 summarizes the student generation rates for single- and multi-family units.

Table 1-1 Student Generation Rates

Grade Group	Single-Family	Multi-Family
K-6	0.219	0.413
7-8	0.043	0.075
9-12	0.092	0.150
Total	0.354	0.638

This report estimates that 250 single-family units and 100 multi-family units subject to Level II and Level III fees will be built in the District within the next five years. These estimates do not include residential units that are projected to be built within a school district Community Facilities District (CFD), as CFD units are not charged Level II fees and Level III fees.

Table 1-2 shows the total number of students projected to enter the District from new housing units subject to Level II and Level III fees built over the next five years.

(Continued on the next page)

Table 1-2
Students Generated by Future Development

	K-6 Students	7-8 Students	9-12 Students	
Single-Family	$0.219 \times 250 = 55$	$0.043 \times 250 = 11$	$0.092 \times 250 = 23$	
Multi-Family	$0.413 \times 100 = 41$	$0.075 \times 100 = 8$	$0.150 \times 100 = 15$	
Total	96	19	38	

In determining how many of the students in Table 1-2 are unhoused, the District must consider any existing excess capacity. State law requires districts to calculate their total pupil capacity according to the method described in Section 17071.10 of the Education Code. As stated on the District's current Office of Public School Construction Form SAB 50-02, the District's pupil capacity, as calculated pursuant to Education Code Section 17071.10 is 1,251 in grades K-6, 567 in grades 7-8 and 675 in grades 9-12. These capacities are inclusive of the Special Day Class capacity identified on the District's Office of Public School Construction Form SAB 50-02. In addition to the capacity reflected on the District's Form SAB 50-02, the District has added capacity through the State School Facility Program funding and construction of Twelve Bridges Elementary School (738 K-6 seats), Foskett Ranch Elementary School (713 K-6 seats), Foskett Ranch Elementary Addition (22 K-6 seats), Lincoln Crossing Elementary (663 K-6 seats) and Twelve Bridges Middle School (313 K-6 seats and 685 7-8 seats), Lincoln High School Addition Projects (297 9-12 seats) and the addition of relocatable classrooms (651 K-12 seats) on various campuses for a total of 4,000 K-6 seats, 1,495 7-8 seats and 1,080 9-12 seats as shown in Table 1-3 below.

Table 1-3
Total Seats Through School Facility Program

Project Name	K-6	7-8	9-12
Baseline 50-02	1,251	567	675
Twelve Bridges Elementary School	738		
Foskett Ranch Elementary School	713		
Foskett Ranch Elementary Addition	22		
Lincoln Crossing Elementary	663		
Twelve Bridges Middle School	313	685	
Lincoln High School Additions			297
Various Portable Additions	300	243	108
Total Capacity	4,000	1,495	1,080

At the K-6 grade group the District's 2018/19 enrollment (4,036) and five-year projected enrollment (5,638) is greater than the K-6 capacity of 4,000. No excess

capacity is available for K-6 pupils generated by future non-mitigated residential development.

At the 7-8 grade group the District's 2018/19 enrollment (1,138) and five-year projected enrollment (1,286) is not greater than the 7-8 capacity of 1,495. The District therefore has existing capacity available at the 7-8 grade level to house the 19 pupils identified in Table 1-2 as being generated by future residential development.

At the 9-12 grade group the District's 2018/19 enrollment (2,128) and five-year projected enrollment (2,421) is greater than the 9-12 capacity of 1,080. No excess capacity is available for 9-12 pupils generated by future non-mitigated residential development.

Table 1-3
Existing Capacity

Grade Group	2018/19 Enrollment	Five Year Projected Enrollment*  Current Capacity Capacity Available for Students from Future Development		Unhoused Students From Future Development	
K-6	4,036	5,638	4,000	0	96
7-8	1,138	1,286	1,495	357	0
9-12	2,128	2,421	1,080	0	38
Total	7,302	9,345	6,575	357	134

<sup>\*</sup>Based on a State Cohort Survival Enrollment Projection

### 2) Allowable Grant Costs

Table 1-4 shows the total allowable grant costs for new facilities. The per-pupil grant costs are taken from Education Code Section 17072.10 and include adjustments as required by Labor Code Section 1771.3 and Education Code Section 17074.56(a) (see Appendix A for details regarding grant cost funding).

Table 1-4
Allowable Grant Costs for Pupils Generated from
Future Residential Development

Grade Group	Per-Pupil Grant Cost	Number of Unhoused Students	Total Grant Cost	
K-6	\$12,911.00	96	\$1,239,456.00	
7-8	\$13,760.00	0	\$0.00	
9-12	\$17,099.00	38	\$649,762.00	
Total	N/A	134	\$1,889,218.00	

The per-pupil grant does not include all cost items that the local community may deem important to meeting the quality of facilities in the District. Because the per-

pupil grants do not address certain costs, the actual funding will likely not be adequate to fund school facilities to the quality and level required by the District. Therefore, the final calculation of Level II fees will likely understate the funding required by the District.

### 3) Allowable Site Acquisition and Development Costs

Table 1-5 shows the per-pupil site acquisition and development costs for elementary, middle and high school students. The site sizes for the District's elementary, middle and high school cost models are based on acreage amounts that are consistent with the guidelines in the "School Site Analysis and Development Handbook" published by the California State Department of Education (CDE).

Site acquisition costs for the District's planned elementary, middle and high school cost model projects are based on (1) per acre land prices from recent appraisals of future school sites and future land acquisition costs estimated by District administrators, and (2) applicable increases pursuant to Section I859.74 of Title 2 of the California Code of Regulations for appraisals, surveys, site testing, CDE review/approval, preparation of the POESA and PEA and DTSC cost for review, approval and oversight of the POESA and the PEA.

Site development costs for elementary, middle and high school projects are consistent with the guidelines in Government Code Section 65995.5(h). For more detail regarding site acquisition and site development cost estimates, see Appendix B.

Table 1-5
Calculation of Per-Pupil Site Acquisition and Development Costs

Grade Group	Per-Pupil Site Acquisition Costs	Per-Pupil Site Development Costs	Per-Pupil Acquisition and Development Costs
K-6	\$5,250	\$12,731	\$17,981
7-8	\$6,417	\$11,887	\$18,304
9-12	\$14,279	\$17,118	\$31,397

Pursuant to Government Code Sections 65995.5(c) and 65995.5(h), the allowable cost for site acquisition and development is calculated by (1) multiplying the per-pupil cost by one-half and (2) multiplying that result by the number of unhoused elementary, middle and high school students. Table 1-6 shows the total allowable site acquisition and development costs.

Table 1-6
Allowable Site Acquisition and Development Costs

Grade Group	One-Half of Per- Pupil Costs	Number of Unhoused Students from Future Development	Allowable Cost
K-6	\$8,990.50	96	\$863,088.00
7-8	\$9,152.00	0	\$0.00
9-12	\$15,698.50	38	\$596,543.00
Total	N/A	134	\$1,459,631.00

### 4) Local Funds Dedicated to School Facilities Necessitated by Future Development

The District has no funds dedicated to school facilities necessitated by future non-mitigated development. All District funds available for additional school facilities, including those funds from the District's Measure N, Measure A and CFD bond that are currently budgeted for new capacity, are required to provide facilities for unhoused students.

In addition, the District has no surplus property that could be used for a school site or that is available for sale to finance school facilities.

According to District administrators, the amount of funds currently available in the District's capital facility accounts and all authorized but unissued bond funds budgeted for new capacity total approximately \$120.2 million. Funds not included in this total include amounts reserved for debt service related to the construction of school projects included in the capacity figures outlined in Table 1-3 and other amounts set aside for modernization projects.

As outlined in Table 1-7, the District has 2,979 unhoused students.

Table 1-7 Unhoused Pupils

Grade Group	Current Capacity	Five Year Projected Enrollment	Unhoused Pupils
K-6	4,000	5,638	1,638
7-8	1,495	1,286	0
9-12	1,080	2,421	1,341
Total	6,575	9,345	2,979

Table 1-8 summarizes the cost of providing school facilities for unhoused pupils and reflects the District's anticipated per-pupil costs for the construction of facilities to house the Unhoused Pupils identified in Table 1-7 above.

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Table 1-8
Cost of Providing School Facilities for Existing Unhoused Students

Grade Group	Unhoused Pupils	Local Cost Per-Pupil	Total Cost
K-6	1,638	\$53,725	\$88,001,550
7-8	0	\$64,233	\$0
9-12	1,341	\$93,470	\$125,343,270
Total	2,979	N/A	\$213,344,820

Comparing all of the funds in the District's capital facility accounts and all authorized but unissued bond funds budgeted for new capacity (\$120.2 million) to the cost of providing school facilities for unhoused students (\$213,344,820) demonstrates that all District funds available for the construction of new facilities are required to provide facilities for unhoused pupils.

### 5) Total Allowable School Facility Cost for Level II Fees

Table 1-9 shows the total allowable cost for Level II fees for K-6, 7-8 and 9-12 students from future residential development.

Table 1-9
Total Allowable Cost for Level II Fees

Category	Amount
SFP Grant	\$1,889,218.00
Site Acquisition and	
Development	\$1,459,631.00
Less Local Funds	N/A
Total	\$3,348,849.00

### B. Amount of Level II Fee

The Level II fee is calculated by dividing the total allowable cost by the amount of new residential square footage projected to be built in the District over the next five years.

As stated in Section II.A.1. above, over the next five years, 250 single-family units and 100 multi-family units that will be subject to Level II and Level III fees are projected to be built in the District. This report estimates that new housing units in the District will have an average square footage of 2,500 and 1,200 for single- and multi-family units, respectively. Multiplying the average square footage by number of units projected produces a total of 745,000 square feet of new residential development to be built in the next five years. Dividing this total square footage into total allowable cost results in a Level II fee of \$4.50 per square foot of new residential development.

The calculation of Level II fees, in accordance with the formulas provided in the statutes, will likely be understated when measured against the actual calculation of costs due to the limited inclusion of cost categories to determine actual costs per student and the fluctuating student generation rates. The District needs to account for these issues when conducting a revenue/cost analysis utilizing the calculated Level II fee.

### C. Amount of Level III Fee

Under certain circumstances, State law allows school districts to charge a fee higher than a Level II fee if: (1) the district meets the requirements for Level II fees and (2) the State Allocation Board is no longer approving apportionments for new construction pursuant to Article 5 (commencing with Section 17072.20) of Chapter 12.5 of Part 10 of the Education Code. In the District's case, this higher fee, referred to as a Level III fee, can be no more than twice the Level II fee. The maximum Level III fee the District is authorized to charge, therefore, is \$9.00 per square foot of new residential development.

**End of Section** 

### III. Findings and Recommendations

This Section (1) shows that the District meets the requirements of Government Code Section 66001 regarding the collection of developer fees, (2) summarizes other potential funding sources for the District's capital projects, and (3) presents recommendations regarding the collection of developer fees.

### A. Findings

### (1) Government Code Section 66001(a)(1)—Purpose of the Fee

The purpose of collecting Level II and III fees on residential development is to acquire funds to construct or reconstruct school facilities for the students generated by future residential developments.

### (2) Government Code Section 66001(a)(2)—Use of the Fee

The District use of the fee will involve constructing and/or reconstructing new elementary, middle and high school campuses and/or additional permanent facilities on existing elementary, middle, and high school campuses. In addition, the District may build other school related facilities or purchase or lease portable classrooms to use for interim housing while permanent facilities are being constructed.

Revenue from Level II and III fees collected on residential development may be used to pay for all of the following:

- (1) land (purchased or leased) for school facilities,
- (2) design of school facilities,
- (3) permit and plan checking fees,
- (4) construction or reconstruction of school facilities,
- (5) testing and inspection of school sites and school buildings,
- (6) furniture for use in new school facilities, and
- (7) interim school facilities (purchased or leased) to house students generated by future development while permanent facilities are being constructed.

# (3) Government Code Section 66001(a)(3)—Relationship Between Fee's Use and the Type of Project Upon Which the Fee is Imposed

All types of new residential development—including but not limited to single- and multi-family units in new subdivisions and in "in-fill" lots, single- and multi-family units in redevelopment projects, single- and multi-family units that replace demolished units (to the extent that the new units are larger than the demolished units), additions of residential space to existing single- and multi-family units, manufactured homes, mobile homes, and condominiums—are projected to cause new families to move into the District and, consequently, generate additional students in the District. As shown earlier in this Report, sufficient school facilities do not exist

for these students. All types of new residential development, therefore, create a need for additional school facilities. The fee's use (acquiring school facilities) is therefore reasonably related to the type of projects (new residential developments) upon which it is imposed.

# (4) Government Code Section 66001(a)(4)—Relationship Between the Need for the Public Facility and the Type of Project Upon Which the Fee is Imposed

The District is currently operating over capacity, at the K-6 and 9-12 grade group and therefore, the District has no available capacity to house additional K-6 and 9-12 students from new residential development. Future residential development in the District will generate additional students and, consequently, a need for additional school facilities. A relationship exists, therefore, between the District's need to build additional school facilities and new residential development projects.

# (5) Government Code Section 66001(b)—Relationship Between the Fee and the Cost of the Public Facility Attributable to the Development on Which the Fee is Imposed

This Report concludes that the methods prescribed by the State law for estimating school facility construction costs, and for calculating the Level II and Level III fees, supports the establishment of Level II and Level III fees which, when collected, will contribute to the District's cost of constructing and reconstructing school facilities to house students generated by future residential construction.

### (6) Other Funding Sources

The following is a review of other potential funding sources for constructing school facilities:

### a) General Fund

The District's General Fund budget is typically committed to instructional and day-to-day operating expenses and not used for capital outlay uses, as funds are needed solely to meet the District's non-facility needs.

### b) State Programs

The District has applied for and received State funding for construction of new school facilities under the 1998 Leroy F. Greene School Facility Program. Even projects funded at 100 percent of the State allowance, however, often experience a shortfall between State funding and the District's actual facility needs. State funds for deferred maintenance may not be used to pay for new facilities. State law prohibits use of lottery funds for facilities.

### c) General Obligation Bonds

School districts can, with the approval of either two-thirds or 55 percent of its voters, issue general obligation bonds that are paid for out of property taxes. In November 2016, the District passed Measure N for \$60M with a 56.45% vote. In November 2018, the District passed Measure A for \$60M with a 61.67% vote.

### d) Parcel Taxes

Approval by two-thirds of the voters is required to impose taxes that are not based on the assessed value of individual parcels. While these taxes have been occasionally used in school districts, the revenues are typically minor and are used to supplement operating budgets.

### e) Mello-Roos Community Facilities Districts

This alternative uses a tax on property owners within a defined area to pay long-term bonds issued for specific public improvements. Mello-Roos taxes require approval from two-thirds of the voters (or land owners if fewer than 12) in an election.

### f) Surplus Property

The District has no properties that could be sold to create a significant source of capital outlay funds.

### g) Alternatives for Reducing Facility Costs

Alternatives to reducing facility costs, which have been used and/or explored by the District, include additional portable classrooms, joint-use of facilities, multi-track-year-round education, and other measures. These options remain available to the District in the future.

### B. Recommendations

Based on the findings outlined above, it is recommended that the Board of Trustees, as provided for in Government Code Sections 65995.5 and 65995.7, approve a resolution to levy Level II and Level III fees on future residential development in the amounts of \$4.50 and \$9.00 per square foot, respectively.

End of Report

# Appendix A

Calculation of Allowable Per-Pupil Grant Costs

# Appendix A Calculation of Allowable Per-Pupil Grant Costs

The per-pupil grant costs, calculated per the provisions of Government Code Section 65995.5(c)(1), include the School Facility Program (SFP) grants outlined in Education Code Section 17072.10, fire alarm and sprinkler grants mandated by Education Code Section 17074.56(a).

Table A-1 increases the SFP base grant amounts by per-pupil grant increases mandated by SB 575 (fire alarm and sprinkler grants). The sum of SFP base grant amounts, per-pupil grant increases mandated by SB 575, will be used in calculating the District's Level II/III fees.

Table A-1
SFP Per-Pupil Grants Plus Fire Alarm/Sprinkler Funding

Grade Group	K-6	7-8	9-12	NS Special Day Class	Severe Special Day Class
SFP Grant	\$12,197	\$12,901	\$16,415	\$22,922	\$34,274
SB 575 Fire Alarm Grant	\$15	\$20	\$33	\$43	\$61
SB 575 Sprinkler Grant	\$205	\$243	\$253	\$433	\$646
50% Total Grant	\$12,417	\$13,164	\$16,701	\$23,398	\$34,981
100% Total Grant	\$24,834	\$26,328	\$33,402	\$46,796	\$69,962
Regular Pupil Adjustment*	\$24,141	\$25,356	\$32,300	n/a	n/a
Non-Severe SDC Adjustment**	\$548	\$842	\$828	n/a	п/а
Severe SDC Adjustment***	\$1,133	\$1,322	\$1,070	n/a	n/a
100%	\$25,822	\$27,520	\$34,198	n/a	n/a

<sup>\*</sup>Based on the percentage of Non-Special Day Class Students currently enrolled in the District (i.e., percentage of K-6, 7-8 and 9-12 students).

<sup>\*\*</sup> Based on the percentage of Non-Severe Special Day Class Students currently enrolled in the District (i.e., percentage of K-6, 7-8 and 9-12 students).

<sup>\*\*\*</sup> Based on the percentage of Severe Special Day Class Students currently enrolled in the District (i.e., percentage of K-6, 7-8 and 9-12 students).

## Appendix B

Calculation of Allowable Per-Pupil Site Acquisition and Site Development Costs

# Appendix B Calculation of Allowable Per-Pupil Site Acquisition and Site Development Costs

### Site Acquisition Costs for Elementary, Middle and High School Projects

The site sizes for the District's elementary, middle and high school cost models are based on acreage amounts that are consistent with the guidelines in the "School Site Analysis and Development Handbook" published by the California State Department of Education (CDE).

Site acquisition costs for the District's planned elementary, middle and high school cost model projects are based on (1) per acre land prices from recent appraisals of future school sites and future land acquisition costs estimated by District administrators, and (2) applicable increases pursuant to Section 1859.74 of Title 2 of the California Code of Regulations for appraisals, surveys, site testing, CDE review/approval, preparation of the POESA and PEA and DTSC cost for review, approval and oversight of the POESA and the PEA.

Table B-1
Calculation of Total Site Acquisition Cost

Grade Group	Site Acquisition Per Acre	Acreage	Total Site Acquisition Cost
New Elementary School	\$350,000	12.0*	\$4,200,000
New Middle School	\$350,000	22.0**	\$7,700,000
New High School	\$357,780	52.6***	\$18,819,228

<sup>\*</sup>Based on 12 acres required for the District's Elementary Cost Model project with a student capacity of 800 K-6 pupils.

Table B-2 calculates the per-pupil site acquisition costs by grade grouping by taking the per-pupil site acquisition costs for all of the above cost models and calculating the average cost per grade group.

(Continued on the next page)

<sup>\*\*</sup>Based on 22.0 acres required for the District's Middle School Cost Model project with a student capacity of 1,200 7-8 pupils.

<sup>\*\*\*</sup>Based on 52.6 acres required for the District's New Comprehensive High School Cost Model project with a student capacity of 1,318 9-12 pupils in phase one.

Table B-2
Calculation of Per-Pupil Site Acquisition Costs by Grade Grouping

K-6 Cost Models				
School	Total Site Acquisition	K-6 Pupils	K-6 Per-Pupil Site Acq. Cost	
New Elementary School	\$4,200,000	800	\$5,250	
		100% Cost	\$5,250	
7-8 Cost Models				
School	Total Site Acquisition	7-8 Pupils	7-8 Per-Pupil Site Acq. Cost	
New Middle School	\$7,700,000	1,200	\$6,417	
		100% Cost	\$6,417	
9-12 Cost Models				
School	Total Site Acquisition	9-12 Pupils	9-12 Per-Pupil Site Acq. Cost	
New High School	\$18,819,228	1,318	\$14,279	
		100% Cost	\$14,279	

### Site Development Costs for a New Elementary School

Service site development, off-site development, and utilities costs for new District K-6 school cost model projects are based on State Allocation Board (SAB) approved Site Development Costs, as defined in Section 1859.76 of Title 2 of the California Code of Regulations, for the District's Twelve Bridges and Lincoln Crossing Elementary School projects. The Twelve Bridges project was approved on August 27, 2003, and has had the allowable costs adjusted by the percentage change in the SAB approved statewide cost index adjustment from 2003 to 2019. The Lincoln Crossing project was approved on September 27, 2006, and has had allowable costs adjusted by the percentage change in the SAB approved statewide cost index adjustment from 2006 to 2019. These costs are as follows:

(Continued on the next page)

Table B-3
Site Development Costs for New K-6 Cost Model Project

Twelve Bridges K-6 Elementary School Project	Site Development Costs
Site Development Costs (Service Site, Off-Site and Utility Services)	\$5,513,138
SAB Approved Statewide Cost Index Adjustment (84.07%)	\$4,634,895
Total	\$10,148,033
Total Capacity	738
Per-Pupil Site Development Costs	\$13,751
Lincoln Crossing K-6 Elementary School Project	Site Development Costs
Site Development Costs (Service Site, Off-Site and Utility Services)	\$3,084,738
SAB Approved Statewide Cost Index Adjustment (51.80%)	\$1,597,894
Total	\$4,682,632
Total Capacity	663
Per-Pupil Site Development Costs	\$7,063
Total Combined Site Development Cost	\$14,830,665
Total Combined Capacity	1,401
Average of District Per-Pupil Site Development Costs	\$10,586

Estimated general site development costs for District K-6 school cost model projects are based on the average allowable general site development costs, as defined in Section 1859.76 of Title 2 of the California Code of Regulations, for the District's next planned school projects. These costs are as follows:

Table B-4
General Site Development Costs for K-6 Cost Model Project

K-6 Cost Model Projects	Acres	Per-Acre Cost	Pupils	Per- Pupil Cost	Costs	
K-6 School						
Per-Useable Acre General Site Cost	12	\$39,706	n/a	n/a	_ \$476,472	
K-6 Per-Pupil General Site Cost	n/a	n/a	800	\$1,549*	\$1,239,200	
Totals	12	n/a	800	n/a	\$1,715,672	
Average Per-Pupil General Site Development Cost**						

<sup>\*</sup>Equals 6% of the K-6 per-pupil base grant amount of \$25,822.

The total anticipated Site Development Costs for District K-6 school cost model projects equals the per-pupil service site, off-site and utilities development cost for the District's K-6 school cost model projects, plus the average per-pupil general site development costs related to the District's K-6 school cost model projects. The following table illustrates the total per-pupil site development costs for future District K-6 school cost model projects.

<sup>\*\*</sup>Equals the totals of the General Site Costs, divided by the pupil capacity of the District's proposed K-6 projects (800 students).

Table B-5
Total Site Development Costs for K-6 Cost Model Project

K-6 Cost Model Projects	Costs
Average K-6 Per-Pupil Service Site, Off-Site and Utility Costs	\$10,586
Average K-6 Per-Pupil General Site Development Costs	\$2,145
Total K-6 Per-Pupil Site Development Cost	\$12,731

### Site Development Costs for a New Middle School

Service site development, off-site development, and utilities costs for a new District 7-8 cost model project are based on SAB approved Site Development Costs, as defined in Section 1859.76 of Title 2 of the California Code of Regulations, for the District's Twelve Bridges Middle School. The Twelve Bridges project was approved on June 22, 2005, and has had allowable costs adjusted by the percentage change in the SAB approved statewide cost index adjustment from 2005 to 2019. These costs are as follows:

Table B-6
Site Development Costs for a New 7-8 Cost Model Project

Twelve Bridges Middle School	Site Development Costs
Site Development Costs (Service Site, Off-Site and Utility Services)	\$5,973,312
SAB Approved Statewide Cost Index Adjustment (58.86%)	\$3,515,891
Total	\$9,489,203
Total Capacity	998*
Per-Pupil Site Development Cost	

<sup>\*</sup>Equals the total capacity of the District's Twelve Bridges Middle School.

Estimated general site development costs for District 7-8 school cost model projects are based on the average allowable general site development costs, as defined in Section 1859.76 of Title 2 of the California Code of Regulations, for the District's next planned school projects. These costs are as follows:

Table B-7
General Site Development Costs for 7-8 Cost Model Project

7-8 Cost Model Projects	Acres	Per-Acre Cost	Pupils	Per-Pupil Cost	Costs
7-8 School					<del>-</del>
Per-Useable Acre General Site Cost	22	\$39,706	n/a	n/a	\$873,532
7-8 Per-Pupil General Site Cost	n/a	n/a	1,200	\$1,651*	\$1,981,200
Totals	22	n/a	1,200	n/a	\$2,854,732
Average Per-Pupil General Site Development Cost**					\$2,379

<sup>\*</sup>Equals 6% of the 7-8 per-pupil base grant amount of \$27,520.

<sup>\*\*</sup>Equals the totals of the General Site Costs, divided by the pupil capacity of the District's proposed 7-8 projects (1,200 students).

The total anticipated Site Development Costs for District 7-8 school cost model projects equals the per-pupil service site, off-site and utilities development cost for the District's 7-8 school cost model projects, plus the average per-pupil general site development costs related to the District's 7-8 school cost model projects. The following table illustrates the total per-pupil site development costs for future District 7-8 school cost model projects.

Table B-8
Total Site Development Costs for 7-8 Cost Model Project

7-8 Cost Model Projects	Costs
Average 7-8 Per-Pupil Service Site, Off-Site and Utility Costs	\$9,508
Average 7-8 Per-Pupil General Site Development Costs	\$2,379
Total 7-8 Per-Pupil Site Development Cost	\$11,887

### Site Development Costs for a New High School

Service site development, off-site development, and utility costs for the District's New High School are based on the District Architect's estimate of allowable costs, as defined in Section 1859.76 of Title 2 of the California Code of Regulations. These costs are as follows:

Table B-9
Site Development Costs for a New High School

New High School Project	Site Development Costs
Site Development Costs (Service Site, Off-Site and Utility Services)	\$18,783,125
Subtotal	\$18,783,125
Total Capacity	1,318
Per-Pupil Site Development Cost*	\$14,251

<sup>\*</sup>Represents the Total Site Development Cost divided by the pupil capacity of Phase One the project (1,318 pupils).

Estimated general site development costs for District 9-12 school cost model project are based on the average allowable general site development costs, as defined in Section 1859.76 of Title 2 of the California Code of Regulations, for the District's next planned school projects. These costs are as follows:

(Continued on the next page)

Table B-10
General Site Development Costs for a New High School

9-12 Cost Model Projects	Acres	Per-Acre Cost	Pupils	Per-Pupil Cost	Costs
New 9-12 School					_
Per-Useable Acre General Site Cost	52.6	\$39,706	n/a	n/a	\$2,088,536
9-12 Per-Pupil General Site Cost	n/a	n/a	1,318	\$1,282*	\$1,689,679
Totals	52.6	n/a	1,318	n/a	\$3,778,212
Average Per-Pupil General Site Development Cost** \$2,86					\$2,867

<sup>\*</sup>Equals 3.75% of the 9-12 per-pupil base grant amount of \$34,198.

The total anticipated Site Development Costs for District 9-12 school cost model projects equals the per-pupil service site, off-site and utilities development cost for the District's 9-12 school cost model projects, plus the average per-pupil general site development costs related to the District's 9-12 school cost model projects. The following table illustrates the total per-pupil site development costs for future District 9-12 school cost model projects.

Table B-11
Total Site Development Costs for 9-12 Cost Model Project

9-12 Cost Model Projects	Costs
Average 9-12 Per-Pupil Service Site, Off-Site and Utility Costs	\$14,251
Average 9-12 Per-Pupil General Site Development Costs	\$2,867
Total 9-12 Per-Pupil Site Development Cost	\$17,118

<sup>\*\*</sup>Equals the totals of the General Site Costs, divided by the total pupil capacity of the District's proposed 9-12 projects.

# INFORMATION DISCUSSION ACTION ITEMS

# 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: AGENDA ITEM AREA:

Approval of Resolution 19/20.11 and Lease Finance Documents in Form Related to Refunding of 2011 Certificates of Participation

Action

REQUESTED BY: ENCLOSURES:

DEPARTMENT: FINANCIAL INPUT/SOURCE:

Business Services Costs Included in Refunding COP

MEETING DATE: ROLL CALL REQUIRED:

October 15, 2019 Yes

### **BACKGROUND:**

The market has continued to provide historically low interest rates that will produce substantial future interest savings for the existing Certificates of Participation (COP). In the past three years, the District has been refund various District COPs to take advantage of the lower interests and generate interest savings.

With Board approval, Resolution 19/20.11 will authorize the sale of the 2011 Refunding COP, and the form of the related financing documents. This refinance will provide a savings of approximately \$580,000 in net present value interest savings (approximately \$40,000 per year). We are not extending the terms but we are lowering the annual debt service payments. The annual debt service payments are made from Developer Fees.

The Escrow Agreement for 2019 Refinancing Project, Certificate Lease Agreement and Preliminary Official Statement in form has been provided. All other documents are available for review.

### RECOMMENDATION:

Approve Resolution 19/20.11 and forms of related financing documents for the 2019 Refinancing Project.

### WESTERN PLACER UNIFIED SCHOOL DISTRICT

### **RESOLUTION NO. 19/20.11**

RESOLUTION APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE OFFERING AND SALE OF CERTIFICATES OF PARTICIPATION RELATING THERETO TO REFINANCE THE COSTS OF SCHOOL CONSTRUCTION PROJECTS AND THE REFUNDING OF THE DISTRICT'S OUTSTANDING CERTIFICATES OF PARTICIPATION (2011 REFINANCING PROJECT) AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

RESOLVED, by the Board of Trustees (the "Board") of the Western Placer Unified School District (the "District"), as follows:

WHEREAS, the District, with the assistance of the Public Property Financing Corporation of California (the "Corporation"), has previously caused the execution of certificates of participation in 2011 (the "2011 Certificates") to refund, on a current basis, certificates of participation delivered in 2006 to finance the acquisition, construction, installation, improvement and equipping of certain schools and support facilities and land necessary for certain of such facilities (the "Project");

WHEREAS, the 2011 Certificates are currently outstanding in the principal amount of \$7,445,000;

WHEREAS, the District has determined at this time, due to prevailing interest rates in the municipal bond market and for other reasons, to refinance the Project and refund the 2011 Certificates and to implement a lease financing for such purposes;

WHEREAS, it is in the public interest and for the public benefit that the District authorize and direct execution of the Lease Agreement (hereinafter defined) and certain other financing documents in connection therewith;

WHEREAS, a preliminary official statement containing information material to the offering and sale of the Certificates described below (the "Preliminary Official Statement") has been prepared on behalf of the District; and

WHEREAS, the documents below specified shall be filed with the District and the members of the Board, with the aid of its staff, shall review said documents.

NOW, THEREFORE, it is hereby ORDERED and DETERMINED, as follows:

Section 1. Taxable Certificates of Participation (2019 Refinancing Project) (the "Certificates") are hereby authorized to be executed and delivered pursuant to the provisions of the Trust Agreement, as hereinafter defined, to refinance the Project and refund the 2011 Certificates.

Section 2. The below-enumerated documents, in the forms on file with the Clerk of the Board, be and are hereby approved, and the President, the Superintendent or the Assistant

Superintendent of Business Services, or the designee thereof (each, a "Designated Officer"), are hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by such officials, and the Clerk of the Board is hereby authorized and directed to attest to such official's signature:

- (a) a site and facility lease, by and between the District, as lessor, and the Corporation, as lessee, pursuant to which the District will lease certain existing property (the "Property") to the Corporation, for the purpose of leasing the Property back to the District pursuant to the Lease Agreement;
- (b) a lease agreement relating to the Property, between the Corporation, as lessor, and the District, as lessee (the "Lease Agreement"), so long as the term of the Lease Agreement does not extend beyond August 1, 2041, and so long as the present value savings to be realized by the District by refunding the 2011 Certificates is not less than 5.00%;
- (c) a trust agreement, by and among the Corporation, the District and U.S. Bank National Association, as trustee, relating to the execution and delivery of the Certificates (the "Trust Agreement");
- (d) an escrow agreement, by and between the District and U.S. Bank National Association, as escrow bank (the "Escrow Bank"), relating to the refunding of the 2011 Certificates:
- (e) a termination agreement, by and among the District, the Corporation and the Trustee, as trustee for the 2011 Certificates, whereby the District, the Corporation and the Trustee agree to terminate the documents relating to the 2011 Certificates; and
  - (f) a continuing disclosure certificate.
- Section 3. A certificate purchase agreement, by and between Hilltop Securities Inc. (the "Underwriter") and the District, relating to the purchase by the Underwriter of the Certificates, in the form on file with the Clerk of the Board, be and is hereby approved, and any Designated Officer is hereby authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by such official, so long as the Underwriter's discount does not exceed 0.75% of the principal amount of the Certificates.

Section 4. The Board hereby approves the Preliminary Official Statement, in the form on file with the Clerk of the Board, together with any changes therein or additions thereto deemed advisable by any Designated Officer. The Board authorizes and directs any Designated Officer to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule").

Section 5. Any Designated Officer is authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final official statement (the "Final Official Statement") and to execute said Final Official Statement, dated as of the date of the sale of the Certificates, and a statement that the facts contained in the Final Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the Certificates, true and correct in all

material respects and that the Final Official Statement did not, on the date of sale of the Certificates, and does not, as of the date of delivery of the Certificates, contain any untrue statement of a material fact with respect to the District or omit to state material facts with respect to the District required to be stated where necessary to make any statement made therein not misleading in the light of the circumstances under which it was made. The Designated Officers shall take such further actions prior to the signing of the Final Official Statement as are deemed necessary or appropriate to verify the accuracy thereof. The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by any Designated Officer and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the final Official Statement by the District.

Section 6. The Final Official Statement, when prepared, is approved for distribution in connection with the offering and sale of the Certificates.

Section 7. The President, the Superintendent, the Assistant Superintendent of Business Services, the Clerk of the Board and any and all other officers of the District are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to effect the purposes of this resolution and the financing herein authorized.

Section 8. This Resolution shall take effect upon its adoption by this Board.

Section 9. The Clerk of the Board shall certify to the adoption of this Resolution and provide for appropriate distribution thereof.

I, the undersigned hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Board of Trustees of the Western Placer Unified School District in a regular meeting assembled on the 15th day of October, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Clerk of the Board

Quint & Thimmig LLP 09/03/19

### **ESCROW AGREEMENT**

### by and between the

### WESTERN PLACER UNIFIED SCHOOL DISTRICT

and

### U.S. BANK NATIONAL ASSOCIATION, as Escrow Bank

Dated November 19, 2019

Relating to the refunding of the outstanding
CERTIFICATES OF PARTICIPATION
(2011 Refinancing Project)
Evidencing Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
as the Rental for Certain Property Pursuant to a Lease
Agreement with the Public Property Financing Corporation of California

### **ESCROW AGREEMENT**

This ESCROW AGREEMENT (this "Escrow Agreement") is dated this 19th day of November, 2019, by and between the WESTERN PLACER UNIFIED SCHOOL DISTRICT, a unified school district duly organized and existing under and by virtue of the laws of the State of California (the "District"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as escrow agent and as 2011 Trustee (as defined herein) (the "Escrow Bank");

### WITNESSETH:

WHEREAS, the District has heretofore entered into a lease agreement, dated as of November 1, 2011, by and between the Public Property Financing Corporation of California (the "Corporation") and the District (the "2011 Lease"), pursuant to which the Corporation agreed to lease certain real property and improvements (the "2011 Property") to the District, and the District agreed to make certain lease payments (the "2011 Lease Payments") to the Corporation;

WHEREAS, the 2011 Lease provides that in the event that the District deposits, or causes the deposit on its behalf of, moneys in an amount, together with investment earnings, sufficient to make all or a portion of the 2011 Lease Payments when and as due, then all of the obligations of the District under the 2011 Lease and all of the security provided by the District for such obligations, excepting only the obligation of the District to make the 2011 Lease Payments from said deposit, shall cease and terminate, and unencumbered title to the 2011 Property shall be vested in the District without further action by the District or the Corporation;

WHEREAS, pursuant to an assignment agreement, dated as of November 1, 2011 (the "2011 Assignment Agreement"), by and between the Corporation and the 2011 Trustee, the Corporation assigned to the 2011 Trustee its rights to receive 2011 Lease Payments from the District under the 2011 Lease and the right to exercise such rights and remedies conferred on the Corporation under the 2011 Lease to enforce payment of the 2011 Lease Payments;

WHEREAS, pursuant to a trust agreement, dated as of November 1, 2011, by and among the District, the Corporation and the 2011 Trustee (the "2011 Trust Agreement"), the 2011 Trustee agreed, among other matters, to execute and deliver certificates of participation (the "2011 Certificates") representing undivided fractional interests of the owners thereof to receive the 2011 Lease Payments made by the District and to apply such 2011 Lease Payments to the payment of principal and interest with respect to the 2011 Certificates, and to administer certain funds and accounts, created pursuant to the 2011 Trust Agreement;

WHEREAS, the District has determined that, as a result of favorable financial market conditions and for other reasons, it is in the best interests of the District at this time to refinance the District's obligation to make the 2011 Lease Payments under the 2011 Lease and, as a result thereof, to provide for the defeasance of the 2011 Certificates and, to that end, the District proposes to lease certain real property and improvements (the "Property") from the Corporation pursuant to that certain Lease Agreement, dated as of November 1, 2019 (the "Lease Agreement");

WHEREAS, the District proposes to make the deposit of moneys referenced in the 2011 Lease and to appoint the Escrow Bank for the purpose of applying said deposit to provide for the payment and prepayment of the 2011 Lease Payments in accordance with the instructions

provided by this Escrow Agreement and of applying said 2011 Lease Payments to provide for the payment of principal and interest with respect to the 2011 Certificates to and including August 1, 2021, and for the redemption of the outstanding 2011 Certificates in full on August 1, 2021 (the "Redemption Date"), at a redemption price equal to 100% of the principal amount thereof (the "Redemption Price"), all in accordance with the 2011 Trust Agreement and the Escrow Bank desires to accept said appointment;

WHEREAS, to obtain moneys to make such deposit, and for certain other purposes, the Corporation proposes to assign and transfer certain of its rights under the Lease Agreement to U.S. Bank National Association, as trustee (the "Trustee"), pursuant to that certain Assignment Agreement, dated as of November 1, 2019, by and between the Corporation and the Trustee, and to enter into that certain Trust Agreement, dated as of November 1, 2019 (the "Trust Agreement"), by and among the Corporation, the District and the Trustee, whereby the Trustee agrees to execute and deliver certificates of participation in the principal amount of \$\\_\_\_\_\_ (the "Certificates"), each evidencing a direct, undivided fractional interest in a portion of the lease payments made by the District under the Lease Agreement;

WHEREAS, the District wishes to make such a deposit with the Escrow Bank and to enter into this Escrow Agreement for the purpose of providing the terms and conditions for the deposit and application of amounts so deposited; and

WHEREAS, the Escrow Bank has full powers to act with respect to the irrevocable escrow created herein and to perform the duties and obligations to be undertaken pursuant to this Escrow Agreement;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. <u>Definitions</u>. Capitalized terms used, but not otherwise defined, herein, shall have the meanings ascribed thereto in the 2011 Trust Agreement.

Section 2. <u>Appointment of Escrow Bank</u>. The District hereby appoints the Escrow Bank as escrow bank for all purposes of this Escrow Agreement and in accordance with the terms and provisions of this Escrow Agreement, and the Escrow Bank hereby accepts such appointment.

Section 3. Establishment of Escrow Fund. There is hereby created by the District with, and to be held by, the Escrow Bank, as security for the payment of the 2011 Lease Payments as hereinafter set forth, an irrevocable escrow to be maintained in escrow by the Escrow Bank on behalf of the District and for the benefit of the owners of the 2011 Certificates, said escrow to be designated the Western Placer Unified School District 2011 Certificates of Participation Escrow Fund (the "Escrow Fund"). All moneys deposited in the Escrow Fund shall be held as a special fund for the payment of the principal and interest with respect to the 2011 Certificates in accordance with the provisions of the 2011 Trust Agreement. If at any time the Escrow Bank shall receive actual knowledge that the moneys in the Escrow Fund will not be sufficient to make any payment required by Section 5 hereof, the Escrow Bank shall notify the District of such fact and the District shall immediately cure such deficiency. The Escrow Bank shall have no liability for such deficiency.

### Section 4. Deposit into Escrow Fund; Investment of Amounts.

- (a) Concurrently with delivery of the Certificates, the District shall cause to be transferred to the Escrow Bank for deposit into the Escrow Fund the amount of \$\_\_\_\_\_\_ in immediately available funds, derived from the proceeds of the sale of the Certificates.
- (b) The Escrow Bank shall invest \$\_\_\_\_\_ of the moneys deposited into the Escrow Fund pursuant to the preceding paragraph in the open market U.S. Treasury Securities set forth in Exhibit A attached hereto and by this reference incorporated herein (the "Escrowed Federal Securities") and shall hold the remaining \$\_\_\_\_\_ in cash, uninvested. The Escrowed Federal Securities shall be deposited with and held by the Escrow Bank in the Escrow Fund solely for the uses and purposes set forth herein.
- (c) The Escrow Bank may rely upon the conclusion of Causey Demgen & Moore, P.C., as contained in its opinion and accompanying schedules (the "Report") dated November 19, 2019, that the Escrowed Federal Securities mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the Escrow Fund, will be sufficient to pay the principal and interest with respect to the 2011 Certificate to and including August 1, 2021, and to pay the Redemption Price of the 2011 Certificates on the Redemption Date.
- (d) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Agreement.
- (e) Any money left on deposit in the Escrow Fund after payment in full of the 2011 Certificates, and the payment of all amounts due to the Escrow Bank hereunder, shall be transferred to the Trustee to be applied to the payment of principal and interest with respect to the Certificates.

### Section 5. Instructions as to Application of Deposit.

- (a) The moneys deposited in the Escrow Fund pursuant to Section 4 shall be applied by the Escrow Bank for the sole purpose of paying the principal and interest with respect to the 2011 Certificate to and including August 1, 2021, and to pay the Redemption Price of the 2011 Certificates on the Redemption Date, as set forth in Exhibit B attached hereto and by this reference incorporated herein.
- (b) The Escrow Bank, in its capacity as 2011 Trustee, is hereby requested, and the Escrow Bank, in its capacity as 2011 Trustee, hereby agrees to give notice of the defeasance of the 2011 Certificates in the form of defeasance notice attached hereto as Exhibit C.
- (c) The Escrow Bank, in its capacity as 2011 Trustee, is hereby requested, and the Escrow Bank, as 2011 Trustee, hereby agrees to give notice of the redemption of the 2011 Certificates on the Redemption Date in accordance with the applicable provisions of the 2011 Trust Agreement and the form of redemption notice attached hereto as Exhibit D.
- Section 6. Application of 2011 Certificate Funds. Any amounts remaining on deposit in any fund or account established under the 2011 Trust Agreement for the 2011 Certificates, including any investment earnings received after the date of original delivery of the Certificates, shall be transferred by the Escrow Bank to the Trustee for deposit in the Lease Payment Fund created and maintained by the Trustee pursuant to the Trust Agreement and applied as a credit against payments of principal and interest with respect to the Certificates.

Section 7. Investment of Any Remaining Moneys. The Escrow Bank shall invest and reinvest the proceeds received from any of the Escrowed Federal Securities, and the cash originally deposited into the Escrow Fund, for a period ending not later than the next succeeding interest payment date relating to the 2011 Certificates, in Federal Securities pursuant to written directions of the District; provided, however, that (a) such written directions of the District shall be accompanied by (i) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Federal Securities then to be so deposited in the Escrow Fund, together with the cash then on deposit in the Escrow Fund, together with the interest to be derived therefrom, shall be in an amount at all times at least sufficient to make the payments specified in Section 5 hereof, and (ii) an opinion of nationally recognized bond counsel ("Bond Counsel") that investment in accordance with such directions will not affect, for Federal income tax purposes, the exclusion from gross income of interest due with respect to the 2011 Certificates, and (b) if the District directs such investment or reinvestment to be made in United States Treasury Securities-State and Local Government Series, the District shall, at its cost, cause to be prepared all necessary subscription forms therefor in sufficient time to enable the Escrow Bank to acquire such securities. In the event that the District shall fail to file any such written directions with the Escrow Bank concerning the reinvestment of any such proceeds, such proceeds shall be held uninvested by the Escrow Bank. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 7 and not required for the purposes set forth in Section 5, as indicated by such verification, shall, promptly upon the receipt of such interest income by the Escrow Bank, be paid to the District.

Section 8. Substitution or Withdrawal of Federal Securities. The District may, at any time, direct the Escrow Bank in writing to substitute Federal Securities for any or all of the Escrowed Federal Securities then deposited in the Escrow Fund, or to withdraw and transfer to the District any portion of the Federal Securities then deposited in the Escrow Fund, provided that any such direction and substitution or withdrawal shall be simultaneous and shall be accompanied by (a) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Federal Securities then to be so deposited in the Escrow Fund together with interest to be derived therefrom, or in the case of withdrawal, the Federal Securities to be remaining in the Escrow Fund following such withdrawal together with the interest to be derived therefrom, together with the cash then on deposit in the Escrow Fund, shall be in an amount at all times at least sufficient to make the payments specified in Section 5 hereof; and (b) an opinion of Bond Counsel that the substitution or withdrawal will not affect, for Federal income tax purposes, the exclusion from gross income of interest on the 2011 Certificates. In the event that, following any such substitution of Federal Securities pursuant to this Section 8, there is an amount of moneys or Federal Securities in excess of an amount sufficient to make the payments required by Section 5 hereof, as indicated by such verification, such excess shall be paid to the District.

Copies of the documents delivered pursuant to Section 7 and this Section 8 shall also be delivered to Assured Guaranty Corp., as insurer of the 2011 Certificates (the "2011 Insurer").

Section 9. Compensation to Escrow Bank. The District shall pay the Escrow Bank full compensation for its duties under this Escrow Agreement, including out-of-pocket costs such as publication costs, prepayment or redemption expenses, legal fees and other costs and expenses relating hereto. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

Section 10. <u>Liabilities and Obligations of Escrow Bank</u>. The Escrow Bank shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Escrow Agreement unless the District shall have deposited sufficient funds with the Escrow Bank. The Escrow Bank may rely and shall be protected in acting upon the written instructions of the District or its agents relating to any matter or action as Escrow Bank under this Escrow Agreement. The Escrow Bank shall have the same rights and protections hereunder as afforded to it as 2011 Trustee under Article VIII of the 2011 Trust Agreement.

The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or any securities deposited therein, the purchase of the securities to be purchased pursuant hereto, the retention of such securities or the proceeds thereof, the sufficiency of the securities or any uninvested moneys held hereunder to accomplish the purposes set forth in Section 5 hereof, or any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Escrow Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statement of the District, and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representations as to the sufficiency of the securities to be purchased pursuant hereto and any uninvested moneys to accomplish the purposes set forth in Section 5 hereof or to the validity of this Escrow Agreement as to the District and, except as otherwise provided herein, the Escrow Bank shall incur no liability in respect thereof. The Escrow Bank shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement against the Escrow Bank. The Escrow Bank may consult with counsel, who may or may not be counsel to the District, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the District.

Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Escrow Bank shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Escrow Agreement and delivered using Electronic Means ("Electronic Means" means mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Bank, or another method or system specified by the Escrow Bank as available for use in connection with its services hereunder); provided, however, that the District shall provide to the Escrow Bank an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District whenever a person is to

be added or deleted from the listing. If the District elects to give the Escrow Bank Instructions using Electronic Means and the Escrow Bank in its discretion elects to act upon such Instructions, the Escrow Bank's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Escrow Bank cannot determine the identity of the actual sender of such Instructions and that the Escrow Bank shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Bank have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Bank and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Bank and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Bank immediately upon learning of any compromise or unauthorized use of the security procedures.

The Escrow Bank may at any time resign by giving 30 days written notice of resignation to the District. Upon receiving such notice of resignation, the District shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Escrow Bank from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to each of the District, the resigning Escrow Bank and the successor. If no successor shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Escrow Bank may petition any court of competent jurisdiction for the appointment of a successor.

The District hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated), to the extent permitted by law, to indemnify, protect, save and hold harmless the Escrow Bank and its respective directors, officers, employees, successors, assigns, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Bank (whether or not also indemnified against by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the retention of the moneys therein and any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Escrow Agreement, or as may arise by reason of any act, omission or error of the Escrow Bank made in good faith in the conduct of its duties; provided, however, that the District shall not be required to indemnify the Escrow Bank against its own negligence or willful misconduct. The indemnities contained in this Section 10 shall survive the termination of this Escrow Agreement or the resignation or removal of the Escrow Bank.

Section 11. Amendment. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the 2011

Certificates and the 2011 Insurer shall have been filed with the Escrow Bank. This Escrow Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but with the consent of the 2011 Insurer, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the District, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the 2011 Certificates or the Bonds, and that such amendment will not cause interest on the 2011 Certificates or the Bonds to become subject to federal income taxation. In connection with any contemplated amendment or revocation of this Escrow Agreement, prior written notice thereof and draft copies of the applicable legal documents shall be provided by the District to each rating agency then rating the 2011 Certificates.

Section 12. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence clause or provision shall not affect any of the remaining provisions of this Escrow Agreement. Notice of any such invalidity or unenforceability shall be provided to each rating agency then rating the 2011 Certificates.

Section 13. Notice to Escrow Bank and District. Any notice to or demand upon the Escrow Bank may be served and presented, and such demand may be made, at the Principal Corporate Trust Office of the Escrow Bank as specified by the Escrow Bank as 2011 Trustee in accordance with the provisions of the 2011 Trust Agreement. Any notice to or demand upon the District shall be deemed to have been sufficiently given or served for all purposes by being mailed by first class mail, and deposited, postage prepaid, in a post office letter box, addressed to such party as provided in the 2011 Lease (or such other address as may have been filed in writing by the District with the Escrow Bank). Notices or documents to be provided to the 2011 Insurer shall be sent to: Assured Guaranty Corp., 1633 Broadway, 24th floor, New York, NY 10019, Attention: Managing Director, Surveillance.

Section 14. Merger or Consolidation of Escrow Bank. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible to act as trustee under the 2011 Trust Agreement, shall be the successor hereunder to the Escrow Bank without the execution or filing of any paper or any further act.

Section 15. <u>2011 Insurer</u>. The 2011 Insurer shall be a third-party beneficiary of this Escrow Agreement.

Section 16. Governing Law. This Escrow Agreement shall be governed by the laws of the State of California.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the District ar Escrow Agreement to be executed by their duly as written.	nd the Escrow Bank have each caused this uthorized officers all as of the date first above
	WESTERN PLACER UNIFIED SCHOOL DISTRICT
Attest:	By Audrey Kilpatrick Assistant Superintendent, Business & Operations
Scott Leaman Secretary of the Board	U.S. BANK NATIONAL ASSOCIATION, as Escrow Bank and 2011 Trustee

Francine Rockett Vice President

### EXHIBIT A

### SCHEDULE OF ESCROW SECURITIES

Туре	Maturity	Coupon	Par	Price	Cost	Accrued	Total
Total							

EXHIBIT B
PAYMENT AND REDEMPTION SCHEDULE

Date	Maturing Principal	Called Principal	Interest	Redemption Premium	Total Payment
2/1/20	_	_	\$186,868.75	_	\$ 186,868.75
8/1/20	—	_	186,868.75	_	186,868.75
2/1/21	_	_	186,868.75	_	186,868.75
8/1/21	_	\$7,445,000	186,868.75		7,631,868.75

### **EXHIBIT C**

### NOTICE OF DEFEASANCE

### CERTIFICATES OF PARTICIPATION

(2011 Refinancing Project)

Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be Made by the WESTERN PLACER UNIFIED SCHOOL DISTRICT (Placer County, California)

as the Rental for Certain Property Pursuant to a Lease Agreement with the Public Property Financing Corporation of California as the Rental for Certain Property Pursuant to a Lease

Maturity Date	Amount Defeased	Interest Rate	CUSIP No.
11/1/25	\$ 240,000	4.500%	959215 DH4
11/1/26	250,000	4.500	959215 DJ0
11/1/27	640,000	4.750	959215 DK7
11/1/28	<i>7</i> 75,000	4.750	959215 DL5
11/1/29	640,000	5.000	959215 DM3
11/1/30	305,000	5.000	959215 DN1
11/1/31	320,000	5.100	959215 DP6
11/1/36	1,860,000	5.125	959215 DQ4
11/1/41	2,415,000	5.200	959215 DR2

NOTICE IS HEREBY GIVEN, on behalf of the Western Placer Unified School District (the "District") to the owners of the outstanding certificates of participation described above (the "Certificates"), that pursuant to the trust agreement authorizing the delivery of the Certificates (the "Trust Agreement"), the lien of the Trust Agreement with respect to the Certificates has been discharged through the irrevocable deposit of cash and U.S. Treasury securities in an escrow fund (the "Escrow Fund"). The Escrow Fund has been established and is being maintained pursuant to that certain Escrow Agreement, dated November \_\_\_, 2019, by and between the District and U.S. Bank National Association, as escrow agent. As a result of such deposit, the Certificates are deemed to have been paid and defeased in accordance with the Trust Agreement. The pledge of the funds provided for under the Trust Agreement and all other obligations of the District to the owners of the Certificates shall hereafter be limited to the application of moneys in the Escrow Fund for the payment of the principal and interest with respect to the Certificates as the same become due and payable as described below.

As evidenced by the verification report delivered to the Escrow Bank, cash and U.S. Treasury securities deposited in the Escrow Fund are calculated to provide sufficient moneys to pay the principal and interest with respect to the Certificates to and including August 1, 2021, and to redeem the outstanding Certificates in full on August 1, 2021 (the "Redemption Date"), at a redemption price equal to 100% of the principal amount thereof. From and after the Redemption Date, interest with respect to the Certificates shall cease to accrue and be payable.

Dated:	, 2019	U.S. BANK NATIONAL
		ASSOCIATION, as Escrow Bank

### **EXHIBIT D**

### NOTICE OF FULL AND FINAL REDEMPTION

### CERTIFICATES OF PARTICIPATION

(2011 Refinancing Project)

Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be Made by the WESTERN PLACER UNIFIED SCHOOL DISTRICT (Placer County, California)

as the Rental for Certain Property Pursuant to a Lease Agreement with the Public Property Financing Corporation of California

Dated Date	Maturity Date	Redemption Price	Interest Rate	CUSIP No.
11/17/11	11/1/25	\$ 240,000	4.500%	959215 DH4
11/17/11	11/1/26	250,000	4.500	959215 DJ0
11/17/11	11/1/27	640,000	4.750	959215 DK7
11/17/11	11/1/28	<i>7</i> 75,000	4.750	959215 DL5
11/17/11	11/1/29	640,000	5.000	959215 DM3
11/17/11	11/1/30	305,000	5.000	959215 DN1
11/17/11	11/1/31	320,000	5.100	959 <b>2</b> 15 D <b>P</b> 6
11/17/11	11/1/36	1,860,000	5.125	959215 DQ4
11/17/11	11/1/41	2,415,000	5.200	959215 DR2

NOTICE is hereby given that the Western Placer Unified School District, California (the "District") has called for redemption on August 1, 2021 (the "Redemption Date"), the outstanding 2011 Certificates of Participation evidencing direct, undivided fractional interests of the owners thereof in lease payments to be made by the county as the rental for certain property pursuant to a lease agreement with the Public Property Financing Corporation of California (the "Certificates"), in the aggregate principal amount of \$7,445,000 at a price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption (the "Redemption Price").

Owners of Certificates presenting their Certificates in person for the same day payment must surrender their Bonds by 1:00 p.m. on the Redeinption Date and a check will be available for pickup after 2:00 p.m. Checks not picked up by 4:30 p.m. will be mailed to the owner by first class mail.

Interest with respect to the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

If payment of the Redemption Price is to be made to the owner of the Certificates, such owner is not required to endorse the Certificates to collect the Redemption Price.

Under the Economic Growth and Tax Relief Reconciliation Act of 2001 (the "Act") 28% of the Redemption Price will be withheld if a tax identification number is not properly certified. The Form W-9 may be obtained from the Internal Revenue Service.

Neither the District nor U.S. Bank National Association, as trustee, shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as shown in this Redemption Notice. It is included solely for convenience of the Owners.

Dated:	, 2021	U.S. BANK NATIONAL	
		ASSOCIATION, as Escrow Bank	

Quint & Thimmig LLP 09/03/19

### LEASE AGREEMENT

Dated as of November 1, 2019

by and between the

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, as Lessor

and the

WESTERN PLACER UNIFIED SCHOOL DISTRICT, as Lessee

(2019 Refinancing Project)

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#### LEASE AGREEMENT

This LEASE AGREEMENT (the "Lease Agreement"), dated for convenience as of November 1, 2019, by and between the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit, public benefit corporation organized and existing under the laws of the State of California, as lessor (the "Corporation"), and the WESTERN PLACER UNIFIED SCHOOL DISTRICT, a unified school district, duly organized and existing under and by virtue of the laws of the State of California, as lessee (the "District");

#### WITNESSETH:

WHEREAS, pursuant to that certain Site and Facility Lease, dated as of November 1, 2019 (the "Site and Facility Lease"), the District has leased those certain parcels of real property situated in Placer County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Corporation, all for the purpose of enabling the District to refund the District's Certificates of Participation (2011 Refinancing Project), representing undivided fractional interests of the owners thereof in lease payments to be made by the District as the rental for certain property pursuant to a lease agreement with the Corporation, delivered to refund certificates of participation delivered in 2006 to finance the acquisition, construction, installation, improvement and equipping of certain schools and support facilities and land necessary for certain of such facilities (the "2011 Certificates");

WHEREAS, the Corporation proposes to lease the Property to the District pursuant to this Lease Agreement and to assign its right to receive lease payments under this Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under this Lease Agreement in the event of a default hereunder by the District, to U.S. Bank National Association, as trustee (the "Trustee"), pursuant to that certain Assignment Agreement, dated as of November 1, 2019, by and between the Corporation and the Trustee;

WHEREAS, pursuant to that certain Trust Agreement, dated as of November 1, 2019, by and among the District, the Corporation and the Trustee, the Trustee will execute and deliver certificates of participation (the "Certificates") in the Lease Payments; and

WHEREAS, the proceeds of the Certificates, together with other available moneys, will be applied by the District to (a) refund the 2011 Certificates, (b) purchase a reserve fund municipal bond insurance policy in lieu of cash funding a reserve fund for the Certificates, and (c) pay delivery costs incurred in connection with the execution, delivery and sale of the Certificates, including the purchase of a municipal bond insurance policy for the Certificates;

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

#### ARTICLE I

#### **DEFINITIONS AND EXHIBITS**

Section 1.1. <u>Definitions</u>. Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Lease Agreement shall have the respective meanings specified in Section 1.01 of the Trust Agreement, dated as of November 1, 2019, by and among the District, the Corporation and the Trustee.

# Section 1.2. <u>Interpretation</u>.

- (a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.
- (b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 1.3. <u>Exhibits</u>. The following exhibits are attached to, and by this reference made a part of, this Lease Agreement:

Exhibit A: The description of the Site.

Exhibit B: The description of the Facility.

Exhibit C: The schedule of Lease Payments to be paid by the District hereunder with

respect to the Property, showing the Lease Payment Date and amount of

each such Lease Payment.

#### ARTICLE II

# REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. <u>Representations, Covenants and Warranties of the District</u>. The District represents, covenants and warrants to the Corporation and the Municipal Bond Insurer as follows:

- (a) *Due Organization and Existence*. The District is a unified school district, duly organized and existing under and by virtue of the laws of the State.
- (b) Authorization. The laws of the State authorize the District to enter into the Site and Facility Lease, this Lease Agreement, the Escrow Agreement and the Trust Agreement and to enter into the transactions contemplated by and to carry out the District's obligations under all of the aforesaid agreements. The District has duly authorized and executed all of the aforesaid agreements and such agreements constitute the legal, valid and binding agreements of the District, enforceable against the District in accordance with their respective terms.
- (c) No Violations. Neither the execution and delivery of the Site and Facility Lease, this Lease Agreement, the Escrow Agreement or the Trust Agreement, the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction, agreement or instrument to which the District is now a party or by which the District is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrances whatsoever upon any of the property or assets of the District, or upon the Property, except Permitted Encumbrances.
- (d) Execution and Delivery. The District has duly authorized and executed this Lease Agreement in accordance with all applicable laws.
- Section 2.2. <u>Representations, Covenants and Warranties of Corporation</u>. The Corporation represents, covenants and warrants to the District and the Municipal Bond Insurer as follows:
- (a) Due Organization and Existence. The Corporation is a nonprofit, public benefit corporation, organized and existing under and by virtue of the laws of the State; has power to enter into the Site and Facility Lease, this Lease Agreement, the Assignment Agreement and the Trust Agreement; is possessed of full power to own and hold, improve and equip real and personal property and to lease and sell the same; has duly authorized the execution and delivery of all of the aforesaid agreements and such agreements constitute the legal, valid and binding agreements of the Corporation, enforceable against the Corporation in accordance with their respective terms.
- (b) No Encumbrances. The Corporation will not pledge the Lease Payments or other amounts derived from the Property and from its other rights under this Lease Agreement and will not mortgage or encumber the Property, except as provided under the terms of this Lease Agreement and the Trust Agreement.
- (c) No Violations. Neither the execution and delivery of the Site and Facility Lease, this Lease Agreement, the Assignment Agreement or the Trust Agreement, the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, constitutes a default under

any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation, or upon the Property, except Permitted Encumbrances.

- (d) No Assignments. Except as provided herein, the Corporation will not assign this Lease Agreement, its right to receive Lease Payments from the District or its duties and obligations hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section 2.2.
- (e) Execution and Delivery. The Corporation has duly authorized and executed this Lease Agreement in accordance with all applicable laws.

## ARTICLE III

## DEPOSIT OF MONEYS

Section 3.1. <u>Deposit of Moneys</u>. On the Closing Date, the Corporation shall cause to be deposited with the Trustee the net proceeds of sale of the Certificates, net of amounts paid by the Original Purchaser to the Municipal Bond Insurer as an accommodation to the District for the premiums relating to the Municipal Bond Insurance Policy and the Reserve Policy. Amounts required to pay Delivery Costs shall be deposited in the Delivery Costs Fund, the amount required to defease the 2011 Certificates shall be paid to the Escrow Bank for deposit in the Escrow Fund.

Section 3.2. <u>Payment of Delivery Costs</u>. Payment of Delivery Costs shall be made from the moneys deposited in the Delivery Costs Fund, which moneys shall be disbursed for such purpose in accordance and upon compliance with Section 3.02 of the Trust Agreement.

#### ARTICLE IV

## AGREEMENT TO LEASE; TERM OF THIS LEASE AGREEMENT; LEASE PAYMENTS

#### Section 4.1. Lease.

- (a) the Corporation hereby leases the Property to the District, and the District hereby leases the Property from the Corporation, upon the terms and conditions set forth in this Lease Agreement.
- (b) The leasing of the Property by the District to the Corporation pursuant to the Site and Facility Lease shall not affect or result in a merger of the District's leasehold estate pursuant to this Lease Agreement and its fee estate as lessor under the Site and Facility Lease.

Section 4.2. <u>Term of Agreement</u>. The Term of the Lease Agreement shall commence on the Closing Date, and shall end on November 1, 2041, unless such term is extended as hereinafter provided. If, on November 1, 2041, the Trust Agreement shall not be discharged by its terms or if the Lease Payments or Additional Payments, if any, payable hereunder shall have been abated at any time and for any reason, then the Term of the Lease Agreement shall be extended without the need to execute any amendment to this Section 4.2 until there has been deposited with the Trustee an amount sufficient to pay all obligations due under the Lease Agreement, but in no event shall the Term of the Lease Agreement extend beyond November 1, 2051. If, prior to November 1, 2041, the Trust Agreement shall be discharged by its terms, the Term of the Lease Agreement shall thereupon end.

Notwithstanding the foregoing, the Term of the Lease Agreement shall not end so long as any amounts are owed to the Municipal Bond Insurer with respect to the Municipal Bond Insurance Policy, the Reserve Policy or the Insurance Agreement.

Section 4.3. <u>Possession</u>. The District hereby agrees to accept and take possession of the Property on or prior to the date of recordation of this Lease Agreement or a memorandum hereof.

#### Section 4.4. Lease Payments.

- (a) Obligation to Pay. Subject to the provisions of Articles VI and X hereof, the District agrees to pay to the Corporation, its successors and assigns, as rental for the use and occupancy of the Property during each Rental Period, the Lease Payments (denominated into components of principal and interest) in the respective amounts specified in Exhibit C hereto, to be due and payable on the respective Lease Payment Dates specified in Exhibit C hereto. Any amount held in the Lease Payment Fund on any Lease Payment Date (other than amounts resulting from the prepayment of the Lease Payments in part but not in whole pursuant to Article X hereof and other than amounts required for payment of Certificates not yet surrendered) shall be credited towards the Lease Payment then due and payable; and no Lease Payment need be made on any Lease Payment Date if the amounts then held in the Lease Payment Fund are at least equal to the Lease Payment then required to be paid. The Lease Payments for the Property payable in any Rental Period shall be for the use of the Property for such Rental Period.
- (b) Effect of Prepayment. In the event that the District prepays all remaining Lease Payments and all Additional Payments due under Section 4.7 hereof in full pursuant to Article X hereof, subject to Section 4.2 hereof, the District's obligations under this Lease Agreement shall thereupon cease and terminate including, but not limited to, the District's obligation to

pay Lease Payments under this Section 4.4; subject however, to the provisions of Section 10.1 hereof in the case of prepayment by application of a security deposit. In the event that the District optionally prepays the Lease Payments in part but not in whole pursuant to Section 10.2 hereof or pursuant to Section 10.3 hereof as a result of any insurance or condemnation award with respect to any portion of the Property, such prepayment shall be credited entirely towards the prepayment of the Lease Payments as follows: (i) the principal components of each remaining Lease Payment shall be reduced in such order as shall be selected by the District in integral multiples of \$5,000; and (ii) the interest component of each remaining Lease Payment shall be reduced by the aggregate corresponding amount of interest which would otherwise be payable with respect to the Certificates thereby redeemed pursuant to Sections 4.01(a) or (b), as the case may be, of the Trust Agreement. The District will provide a revised Exhibit C to the Trustee.

- (c) Rate on Overdue Payments. In the event the District should fail to make any of the payments required in this Section 4.4, the payment in default shall continue as an obligation of the District until the amount in default shall have been fully paid and the District agrees to pay the same with interest thereon, to the extent permitted by law, from the date of default to the date of payment at the rate per annum payable with respect to the Certificates. Such interest, if received, shall be deposited in the Lease Payment Fund or in the Reserve Fund to replenish the Reserve Fund if withdrawals were made therefrom as a result of the default.
- (d) Fair Rental Value. The Lease Payments for each Rental Period shall constitute the total rental for each such Rental Period and shall be paid by the District in each Rental Period for and in consideration of the right of the use and occupancy and the continued quiet use and enjoyment of the Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments for the Property represent the fair rental value of the Property. In making such determination, consideration has been given to the obligations of the parties under this Lease Agreement, the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the District and the general public.
- (e) Source of Payments; Budget and Appropriation. Lease Payments shall be payable from any source of available funds of the District, subject to the provisions of Articles VI and X hereof.

The District covenants to take such action as may be necessary to include all Lease Payments due hereunder in each of its budgets during the Term of the Lease Agreement and to make the necessary annual appropriations for all such Lease Payments and for Additional Payments due under Section 4.7 hereof. To that end, the Board shall direct budgetary staff to include in each annual budget proposal to the Board an appropriation sufficient to pay Lease Payments and Additional Payments. The District hereby expresses its present intent to appropriate Lease Payments and Additional Payments due under Section 4.7 hereof during the Term of the Lease Agreement. The covenants on the part of the District herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Lease Agreement agreed to be carried out and performed by the District.

The chief business official and all other officers charged with the duty of preparing and submitting the annual budget of the District to the Board are hereby irrevocably directed, following any draw on the Reserve Policy because the value of the Property has been reduced below the total unpaid principal component of Lease Payments and the District is permitted to pay less than the total scheduled Lease Payment, all in accordance with Section 6.3 (an

"Abatement Period"), to include in the proposed budget and to request that the Board include in the final approved budget, and thereby appropriate, any amounts necessary to reinstate the Reserve Fund Policy, including interest due and any other amounts payable to the Municipal Bond Insurer (collectively, the "Reinstatement Amount"). Such officers shall use their best efforts to obtain such appropriations.

The request for inclusion in the final approved budget and appropriation shall be made in each Fiscal Year following any Abatement Period so long as reimbursement amounts are owed to the Municipal Bond Insurer. Failure by the chief business official and other officers to request such inclusion and appropriation shall constitute an Event of Default under this Lease Agreement and the Municipal Bond Insurer may exercise remedies accordingly.

The decision of the Board as to whether or not to approve and appropriate any Reinstatement Amount in any given Fiscal Year during any Abatement Period is in the sound discretion of the Board; the failure of the Board to approve and appropriate the Reinstatement Amount in any given Fiscal Year during any Abatement Period shall not constitute an Event of Default under this Lease Agreement or under the Trust Agreement.

(f) Assignment. The District understands and agrees that all Lease Payments have been assigned by the Corporation to the Trustee in trust, pursuant to the Assignment Agreement, for the benefit of the Owners of the Certificates, and the District hereby assents to such assignment. The Corporation hereby directs the District, and the District hereby agrees to pay to the Trustee at the Principal Corporate Trust Office, all payments payable by the District pursuant to this Section 4.4 and all amounts payable by the District pursuant to Article X hereof.

Section 4.5. <u>Quiet Enjoyment</u>. During the Term of the Lease Agreement, the Corporation shall provide the District with quiet use and enjoyment of the Property and the District shall, during such Term, peaceably and quietly have and hold and enjoy the Property without suit, trouble or hindrance from the Corporation, except as expressly set forth in this Lease Agreement. The Corporation will, at the request of the District and at the District's cost, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation shall have the right to inspect the Property as provided in Section 7.2. hereof.

Section 4.6. <u>Title</u>. During the Term of the Lease Agreement, the Corporation shall hold leasehold title to the Property and the District shall hold fee title to those portions of the Property which are newly acquired or constructed and any and all additions which comprise fixtures, repairs, replacements or modifications to the Property, except for those fixtures, repairs, replacements or modifications which are added to the Property by the District at its own expense and which may be removed without damaging the Property and except for any items added to the Property by the District pursuant to Section 5.9 hereof.

If the District prepays the Lease Payments in full pursuant to Article X hereof or makes the security deposit permitted by Section 10.1 hereof, or pays all Lease Payments during the Term of the Lease Agreement as the same become due and payable, subject to Section 4.2 hereof, and pays Additional Payments, if any, all right, title and interest of the Corporation in and to the Property shall be terminated. The Corporation agrees to take any and all steps and execute and record any and all documents reasonably required by the District to consummate any such transfer of title.

Section 4.7. <u>Additional Payments</u>. In addition to the Lease Payments, the District shall pay when due the following Additional Payments:

- (a) Any fees and expenses incurred by the District in connection with or by reason of its leasehold estate in the Property as and when the same become due and payable.
- (b) Any amounts due to the Trustee pursuant to the Trust Agreement for all services rendered under the Trust Agreement and for all reasonable expenses, charges, costs, liabilities, legal fees and other disbursements incurred in and about the performance of its powers and duties under the Trust Agreement.
- (c) Any reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the District, the Corporation or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under this Lease Agreement or the Trust Agreement.
- (d) Any reasonable out-of-pocket expenses of the District in connection with the execution and delivery of this Lease Agreement or the Trust Agreement, or in connection with the execution and delivery of the Certificates, including any and all expenses incurred in connection with the authorization, execution, sale and delivery of the Certificates, or incurred by the Corporation in connection with any litigation which may at any time be instituted involving this Lease Agreement, the Trust Agreement, the Certificates or any of the other documents contemplated hereby or thereby, or incurred by the Corporation in connection with the Continuing Disclosure Certificate, or otherwise incurred in connection with the administration thereof.
- (e) The District agrees to pay any amounts owed to the Municipal Bond Insurer pursuant to Section 6.04 of the Trust Agreement. The District's obligation to pay such amounts shall expressly survive payment in full of the Certificates.

## ARTICLE V

# MAINTENANCE; TAXES; INSURANCE; USE LIMITATIONS; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments. Throughout the Term of the Lease Agreement, as part of the consideration for the rental of the Property, all improvement, repair and maintenance of the Property shall be the responsibility of the District and the District shall pay, or otherwise arrange, for the payment of all utility services supplied to the Property which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the District or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Property, as hereinbefore more specifically set forth. The District waives the benefits of subsections 1 and 2 of section 1932 of the California Civil Code, but such waiver shall not limit any of the rights of the District under the terms of this Lease Agreement.

The District shall also pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Corporation or the District affecting the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the District shall be obligated to pay only such installments as are required to be paid during the Term of the Lease Agreement as and when the same become due.

The District may, at the District's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation or the Municipal Bond Insurer shall notify the District that, in the opinion of Independent Counsel, by nonpayment of any such items, the interest of the Corporation in the Property will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the District shall promptly pay such taxes, assessments or charges or provide the Corporation and the Municipal Bond Insurer with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation. The District shall provide the Corporation with written notice of any such contest and shall provide such updates on the contest as the Corporation may reasonably request.

Section 5.2. <u>Modification of Property</u>. The District shall, at its own expense, have the right to remodel the Property or to make additions, modifications and improvements to the Property. All additions, modifications and improvements to the Property shall thereafter comprise part of the Property and be subject to the provisions of this Lease Agreement. Such additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature, cause the interest component of Lease Payments to be subject to federal income taxes or cause the Property to be used for purposes other than those authorized under the provisions of State and federal law; and the Property, upon completion of any additions, modifications and improvements made thereto pursuant to this Section 5.2, shall be of a value which is not substantially less than the value of the Property immediately prior to the making of such additions, modifications and improvements. The District will not permit any mechanic's or other lien to be established or remain against the Property for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the District pursuant to this Section 5.2; provided that if any such lien is established and the District shall first notify the Corporation of the District's

intention to do so, the District may in good faith contest any lien filed or established against the Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Corporation with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Corporation. The Corporation will cooperate fully in any such contest, upon the request and at the expense of the District.

Section 5.3. Public Liability and Property Damage Insurance. The District shall maintain or cause to be maintained, throughout the Term of the Lease Agreement, insurance policies, including a standard comprehensive general insurance policy or policies in protection of the Corporation, the District and the Trustee and the Municipal Bond Insurer and their respective members, officers, agents and employees. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the District, and may be maintained through a nonprofit, public benefit corporation created for such purpose or, with the prior written consent of the Municipal Bond Insurer, in the form of self-insurance by the District. Said policy or policies shall provide for indemnification of said parties against direct or consequential loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Property. Said policy or policies shall provide coverage in the minimum liability limits of \$1,000,000 for personal injury or death of each person and \$3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of \$100,000 (subject to a deductible clause of not to exceed \$5,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy in the amount of \$3,000,000 covering all such risks. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the District and may be maintained in the form of insurance maintained through a nonprofit, public benefit corporation created for such purpose or, with the prior written consent of the Municipal Bond Insurer, in the form of self-insurance by the District. The Net Proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

Section 5.4. Fire and Extended Coverage Insurance; No Earthquake Insurance. The District shall maintain, or cause to be maintained throughout the Term of the Lease Agreement, insurance against loss or damage to any part of the Property constituting structures, if any, by fire and lightning, with extended coverage and vandalism and malicious mischief insurance; provided, however, that the District shall not be required to maintain earthquake insurance with respect to the Property. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be in an amount equal to one hundred percent (100%) of the replacement cost of such portion of the Property, if any. Such insurance may be subject to deductible clauses of not to exceed \$100,000 for any one loss. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried by the District and, with the prior written consent of the Municipal Bond Insurer, may be maintained in whole or in part in the form of insurance maintained through a nonprofit, public benefit corporation created for such purpose. The Net Proceeds of such insurance shall be applied as provided in Section 6.2(a) hereof. The District may not satisfy the requirements of this Section 5.4 for fire and extended coverage insurance with self-insurance except with the prior written consent of the Municipal Bond Insurer.

Section 5.5. <u>Rental Interruption Insurance</u>. The District shall maintain, or cause to be maintained, throughout the Term of the Lease Agreement rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of any part of the Property during the Term of the Lease Agreement as a result of any of the hazards covered in the insurance

required by Section 5.4 hereof, if any, in an amount at least equal to two times maximum annual Lease Payments. The Net Proceeds of such insurance shall be paid to the Trustee and deposited in the Lease Payment Fund and shall be credited towards the payment of the Lease Payments in the order in which such Lease Payments come due and payable. Such insurance may be maintained as part of or in conjunction with any other insurance carried by the District and, with the prior written consent of the Municipal Bond Insurer, may be maintained in whole or in part in the form of insurance maintained through a nonprofit, public benefit corporation created for such purpose.

#### Section 5.6. Title Insurance.

- (a) The District shall provide, from moneys in the Delivery Costs Fund or at its own expense, on the Closing Date, an CLTA title insurance policy in the amount of not less than the principal amount of the Certificates, insuring the District's leasehold estate in the Property, subject only to Permitted Encumbrances. A copy of such policy shall be delivered to the Municipal Bond Insurer.
- (b) The Net Proceeds of such title insurance shall be applied as provided in Section 6.2(c) hereof.

Section 5.7. Insurance Net Proceeds; Form of Policies. Each policy or other evidence of insurance required by Sections 5.3, 5.4, 5.5 and 5.6 hereof shall provide that all proceeds thereunder shall be payable to the Trustee as and to the extent required hereunder, shall name the Trustee and the Municipal Bond Insurer as an additional insured and shall be applied as provided in Section 6.2 hereof. Insurance must be provided by an insurer rated "A" or better by S&P or A.M. Best Company, unless waived by the Municipal Bond Insurer (and notified the Trustee in writing). The District shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease Agreement. All policies evidencing required insurance shall provide thirty (30) days' prior written notice to the Corporation, the District, the Trustee and the Municipal Bond Insurer of any cancellation, reduction in amount or material change in coverage. The Trustee shall not be responsible for the sufficiency of any insurance herein required, including any forms of self-insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss. The District shall cause to be delivered annually on or before each July 1 to the Trustee and the Municipal Bond Insurer a certification, signed by a District Representative, stating compliance with the provisions of Section 5.3 through 5.7 of this Lease Agreement. The Trustee shall be entitled to rely on such certification without independent investigation. The District shall have the adequacy of any insurance reserves maintained by the District or by a nonprofit, public benefit corporation, if applicable, for purposes of the insurance required by Section 5.3, 5.4 and 5.5 hereof reviewed at least annually, on or before each July 1, by an independent insurance consultant and shall maintain reserves in accordance with the recommendations of such consultant to the extent moneys are available for such purpose and not otherwise appropriated.

Section 5.8. <u>Advances</u>. If the District shall fail to perform any of its obligations under this Article V, the Corporation or the Trustee may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and the District shall be obligated to repay all such advances as soon as possible, with interest at a rate equal to the rate then payable with respect to the Certificates from the date of the advance to the date of repayment.

Section 5.9. <u>Installation of District's Equipment</u>. The District may, at any time and from time to time in its sole discretion and at its own expense, install or permit to be installed items of equipment or other personal property in or upon any portion of the Property. All such items

shall remain the sole property of the District in which neither the Corporation nor the Trustee shall have any interest and may be modified or removed by the District at any time provided that the District shall repair and restore any and all damage to the Property resulting from the installation, modification or removal of any such items. Nothing in this Lease Agreement shall prevent the District from purchasing or leasing items to be installed pursuant to this Section 5.9 under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Property.

Section 5.10. <u>Liens</u>. The District shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, other than the respective rights of the Corporation and the District as provided herein and Permitted Encumbrances. Except as expressly provided in this Article V, the District shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The District shall reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

#### ARTICLE VI

# DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

## Section 6.1. Eminent Domain.

- (a) If all of the Property shall be taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of this Lease Agreement shall cease as of the day possession shall be so taken. If less than all of the Property shall be taken permanently, or if all of the Property or any part thereof shall be taken temporarily under the power of eminent domain, (1) this Lease Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease Payments as a result of the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder, in an amount to be agreed upon by the District and the Corporation, and so certified to by the parties to the Trustee, such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Property, except to the extent of special funds, such as amounts in the Reserve Fund available for the payment of Lease Payments.
- (b) The District hereby covenants and agrees, to the extent it may lawfully do so, that so long as any of the Certificates remain outstanding and unpaid, the District will not exercise the power of condemnation with respect to the leased property. The District further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the District should fail or refuse to abide by such covenant and condemns the leased property, the appraised value of the leased property shall not be less than the greater of (i) if such Certificates are then subject to redemption, the principal and interest components of the Certificates outstanding through the date of their redemption, or (ii) if such Certificates are not then subject to redemption, the amount necessary to defease such Certificates to the first available redemption date in accordance with the Trust Agreement.

# Section 6.2. <u>Application of Net Proceeds</u>.

- (a) From Insurance Award. The Net Proceeds of any insurance award resulting from any damage to or destruction of any portion of the Property constituting structures, if any, by fire or other casualty shall be paid by the District to the Trustee, as assignee of the Corporation under the Assignment Agreement, deposited in the Insurance and Condemnation Fund held by the Trustee and applied as set forth in Section 7.01 of the Trust Agreement.
- (b) From Eminent Domain Award. The Net Proceeds of any eminent domain award resulting from any event described in Section 6.1 hereof shall be paid by the District to the Trustee, as assignee of the Corporation under the Assignment Agreement, deposited in the Insurance and Condemnation Fund and applied as set forth in Section 7.02 of the Trust Agreement.
- (c) From Title Insurance. The Net Proceeds of any title insurance award shall be paid to the Trustee, as assignee of the Corporation under the Assignment Agreement, deposited in the Insurance and Condemnation Fund and applied as set forth in Section 7.03 of the Trust Agreement.
- Section 6.3. <u>Abatement of Lease Payments in the Event of Damage or Destruction</u>. Lease Payments shall be abated during any period in which, by reason of damage or destruction,

there is substantial interference with the use and occupancy by the District of the Property or any portion thereof (other than any portions of the Property described in Section 5.2 hereof) to the extent to be agreed upon by the District and the Corporation and communicated by a District Representative to the Trustee. The parties agree that the amounts of the Lease Payments under such circumstances shall not be less than the amounts of the unpaid Lease Payments as are then set forth in Exhibit C, unless such unpaid amounts are determined, upon consultation with the Municipal Bond Insurer, to be greater than the fair rental value of the portions of the Property not damaged or destroyed (giving due consideration to the factors identified in the last sentence of Section 4.4(d)), based upon any appropriate method of valuationapproved by the Municipal Bond Insurer, in which event the Lease Payments shall be abated such that they represent said fair rental value. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction as communicated by a District Representative to the Trustee. In the event of any such damage or destruction, this Lease Agreement shall continue in full force and effect and the District waives any right to terminate this Lease Agreement by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section 6.3 to the extent that (a) the proceeds of rental interruption insurance or (b) amounts in the Reserve Fund, if cash funded, and/or the Insurance and Condemnation Fund and/or the Lease Payment Fund are available to pay Lease Payments which would otherwise be abated under this Section 6.3, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments. If an abatement event has occurred but remedied, the District shall be required to extend the Term of this Lease Agreement, as described in Section 4.2, so that amounts abated are recouped.

#### ARTICLE VII

# DISCLAIMER OF WARRANTIES; ACCESS; INDEMNIFICATION

Section 7.1. <u>Disclaimer of Warranties</u>. THE CORPORATION MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE DISTRICT OF THE PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY. IN NO EVENT SHALL THE CORPORATION OR ITS ASSIGNS BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SITE AND FACILITY LEASE, THIS LEASE AGREEMENT OR THE TRUST AGREEMENT FOR THE EXISTENCE, FURNISHING, FUNCTIONING OR THE DISTRICT'S USE OF THE PROPERTY.

Section 7.2. Access to the Property. The District agrees that the Corporation and any District Representative, and the Corporation's successors or assigns, and the Municipal Bond Insurer shall have the right at all reasonable times to enter upon and to examine and inspect the Property. The District further agrees that the Corporation, any District Representative, and the Corporation's successors or assigns, and the Municipal Bond Insurer shall have such rights of access to the Property as may be reasonably necessary to cause the proper maintenance of the Property in the event of failure by the District to perform its obligations hereunder.

Section 7.3. Release and Indemnification Covenants. The District shall and hereby agrees to indemnify and save the Corporation and the Trustee and their officers, agents, directors, employees, successors and assigns harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on the Property by the District, (ii) any breach or default on the part of the District in the performance of any of its obligations under this Lease Agreement or the Trust Agreement, (iii) any act or omission of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Property, (iv) any act or omission of any sublessee of the District with respect to the Property, or (v) the authorization of payment of the Delivery Costs. Such indemnification shall include the costs and expenses of defending any claim or liability arising under this Lease Agreement or the Trust Agreement and the transactions contemplated thereby. No indemnification is made under this Section 7.3 or elsewhere in this Lease Agreement for willful misconduct, negligence or breach of duty under this Lease Agreement by the Corporation, its officers, agents, directors, employees, successors or assigns.

#### ARTICLE VIII

## ASSIGNMENT, SUBLEASING AND AMENDMENT

Section 8.1. <u>Assignment by the Corporation</u>. The Corporation's rights under this Lease Agreement, including the right to receive and enforce payment of the Lease Payments to be made by the District under this Lease Agreement (but except for its rights to give consents and approvals hereunder), have been assigned to the Trustee pursuant to the Assignment Agreement.

Section 8.2. <u>Assignment and Subleasing by the District</u>. This Lease Agreement may not be assigned by the District. The District may sublease the Property or any portion thereof, but only with the written consent of the Corporation and the Municipal Bond Insurer and subject to, and delivery to the Corporation and the Trustee of a certificate as to, all of the following conditions:

- (a) This Lease Agreement and the obligation of the District to make Lease Payments hereunder shall remain obligations of the District;
- (b) The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Corporation, the Trustee and the Municipal Bond Insurer a true and complete copy of such sublease;
- (c) No such sublease by the District shall cause the Property to be used for a purpose other than as may be authorized under the provisions of the Constitution and laws of the State; and
- (d) The District shall furnish the Corporation, the Trustee and the Municipal Bond Insurer with a written opinion of Bond Counsel, which shall be an Independent Counsel, stating that such sublease does not cause the interest components of the Lease Payments to become subject to State personal income taxes.

Notwithstanding the foregoing, the District may sublease the Property to the Corporation in connection with a future certificates of participation or lease revenue bond financing without the necessity to comply with any of the foregoing conditions, so long as the total of the unpaid principal component of the Lease Payments and the principal component of the lease payments to be paid with respect to such future certificates of participation or lease revenue bond financing does not exceed the value of the Property.

#### Section 8.3. Amendment of Lease Agreement.

- (a) Substitution of Site or Facility. The District shall have, and is hereby granted, the option at any time and from time to time during the Term of the Lease Agreement to substitute other land (a "Substitute Site") and/or a substitute facility (a "Substitute Facility") for the Site (the "Former Site"), or a portion thereof, and/or the Facility (the "Former Facility"), or a portion thereof, provided that the District shall satisfy all of the following requirements (to the extent applicable) which are hereby declared to be conditions precedent to such substitution:
  - (i) If a substitution of the Site, the District shall file with the Corporation, the Trustee and the Municipal Bond Insurer an amended Exhibit A to the Site and Facility Lease which adds thereto a description of such Substitute Site and deletes therefrom the description of the Former Site;

- (ii) If a substitution of the Site, the District shall file with the Corporation, the Trustee and the Municipal Bond Insurer an amended Exhibit A to this Lease Agreement which adds thereto a description of such Substitute Site and deletes therefrom the description of the Former Site;
- (iii) If a substitution of the Facility, the District shall file with the Corporation, the Trustee and the Municipal Bond Insurer an amended Exhibit B to the Site and Facility Lease which adds thereto a description of such Substitute Facility and deletes therefrom the description of the Former Facility;
- (iv) If a substitution of the Facility, the District shall file with the Corporation, the Trustee and the Municipal Bond Insurer an amended Exhibit B to this Lease Agreement which adds thereto a description of such Substitute Facility and deletes therefrom the description of the Former Facility;
- (v) The District shall certify in writing to the Corporation, the Trustee and the Municipal Bond Insurer that such Substitute Site and/or Substitute Facility serve the purposes of the District, constitutes property that is unencumbered, subject to Permitted Encumbrances, and constitutes property which the District is permitted to lease under the laws of the State;
- (vi) The District delivers to the Corporation, the Trustee and the Municipal Bond Insurer an Officer's Certificate of the District based on insurance values or any other reasonable basis of valuation received by the District (which need not require an appraisal) that the value of the Property following such substitution is equal to or greater than the Outstanding principal amount of the Certificates and confirms in writing to the Trustee that the indemnification provided pursuant to Section 11.03 of the Trust Agreement applies with respect to the Substitute Site and/or Substitute Facility;
- (vii) The Substitute Site and/or Substitute Facility shall not cause the District to violate any of its covenants, representations and warranties made herein and in the Trust Agreement, as evidenced by an officer's certificate delivered to the Trustee;
- (viii) The District shall obtain an amendment to the title insurance policy required pursuant to Section 5.6 hereof which adds thereto a description of the Substitute Site and deletes therefrom the description of the Former Site;
- (ix) The District shall provide notice of the substitution to any rating agency then rating the Certificates which rating was provided at the request of the District or the Corporation;
- (x) The District shall furnish the Corporation, the Trustee and the Municipal Bond Insurer with a written opinion of Bond Counsel, which shall be an Independent Counsel, stating that such substitution does not cause the interest components of the Lease Payments to become subject to State personal income taxes; and
- (xi) The Municipal Bond Insurer shall provide prior written consent to such substitution.
- (b) Release of Site. The District shall have, and is hereby granted, the option at any time and from time to time during the Term of the Lease Agreement to release any portion of the Site, provided that the District shall satisfy all of the following requirements which are hereby declared to be conditions precedent to such release:

- (i) The District shall file with the Corporation, the Trustee and the Municipal Bond Insurer an amended Exhibit A to the Site and Facility Lease which describes the Site, as revised by such release;
- (ii) The District shall file with the Corporation, the Trustee and the Municipal Bond Insurer an amended Exhibit A to this Lease Agreement which describes the Site, as revised by such release;
- (iii) The District delivers to the Corporation, the Trustee and the Municipal Bond Insurer an Officer's Certificate of the District based on insurance values or any other reasonable basis of valuation received by the District (which need not require an appraisal) that the value of the Property, as revised by such release, is equal to or greater than the Outstanding principal amount of the Certificates and confirms in writing to the Trustee and the Corporation that the indemnification provided pursuant to Section 11.03 of the Trust Agreement applies with respect to the Site, as revised by such release;
- (iv) Such release shall not cause the District to violate any of its covenants, representations and warranties made herein and in the Trust Agreement, as evidenced by an officer's certificate delivered to the Trustee;
- (v) The District shall obtain an amendment to the title insurance policy required pursuant to Section 5.6 hereof which describes the Site, as revised by such release;
- (vi) The District shall provide notice of the release to any rating agency then rating the Certificates which rating was provided at the request of the District or the Corporation; and
- (vii) The Municipal Bond Insurer shall provide prior written consent to such release.
- (c) Release of Facility. The District shall have, and is hereby granted, the option at any time and from time to time during the Term of the Lease Agreement to release any portion of the Facility, provided that the District shall satisfy all of the following requirements which are hereby declared to be conditions precedent to such release:
  - (i) The District shall file with the Corporation, the Trustee and the Municipal Bond Insurer an amended Exhibit B to the Site and Facility Lease which describes the Facility, as revised by such release;
  - (ii) The District shall file with the Corporation, the Trustee and the Municipal Bond Insurer an amended Exhibit B to this Lease Agreement which describes the Facility, as revised by such release;
  - (iii) The District delivers to the Corporation, the Trustee and the Municipal Bond Insurer an Officer's Certificate of the District based on insurance values or any other reasonable basis of valuation received by the District (which need not require an appraisal) that the value of the Property, as revised by such release, is equal to or greater than the Outstanding principal amount of the Certificates and confirms in writing to the Trustee and the Corporation that the indemnification provided pursuant to Section 11.03 of the Trust Agreement applies with respect to the Facility, as revised by such release;

- (iv) Such release shall not cause the District to violate any of its covenants, representations and warranties made herein and in the Trust Agreement, as evidenced by an officer's certificate delivered to the Trustee;
- (v) The District shall provide notice of the release to any rating agency then rating the Certificates which rating was provided at the request of the District or the Corporation; and
- (vi) The Municipal Bond Insurer shall provide prior written consent to such release.
- (d) Generally. The Corporation and the District may at any time amend or modify any of the provisions of this Lease Agreement, but only (i) with the prior written consent of the Municipal Bond Insurer, or if the Municipal Bond Insurer is in breach of its obligation under the Municipal Bond Insurance Policy or the Reserve Policy, the Owners of a majority in aggregate principal amount of the Outstanding Certificates, or (ii) without the consent of any of the Owners, but with the prior written consent of the Municipal Bond Insurer, but only if such amendment or modification is for any one or more of the following purposes:
  - (i) to add to the covenants and agreements of the District contained in this Lease Agreement, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the District; or
  - (ii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained herein, or in any other respect whatsoever as the Corporation and the District may deem necessary or desirable, provided that, in the opinion of Bond Counsel, such modifications or amendments will not materially adversely affect the interests of the Owners.

#### ARTICLE IX

#### **EVENTS OF DEFAULT AND REMEDIES**

Section 9.1. <u>Events of Default Defined</u>. The following shall be "events of default" under this Lease Agreement and the terms "Events of Default" and "Default" shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

- (a) Failure by the District to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.
- (b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Lease Agreement (including failure to request appropriation pursuant to Section 4.4(e) hereof) or under the Trust Agreement, other than as referred to in clause (a) of this Section 9.1, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Corporation, the Trustee, the Municipal Bond Insurer or the Owners of not less than five percent (5%) in aggregate principal amount of Certificates then outstanding; provided, however, if the failure stated in the notice can be corrected, but not within the applicable period, the Corporation, the Trustee (as directed by such Owners of not less than 5% in aggregate principal amount of Certificates then Outstanding) and such Owners shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected; provided further, however, that no grace period for a covenant default shall exceed 30 days, nor be extended for more than 60 days, without the prior written consent of the Municipal Bond Insurer.
- (c) The filing by the District of a voluntary petition in bankruptcy, or failure by the District promptly to lift any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar acts which may hereafter be enacted.

Section 9.2. <u>Remedies on Default</u>. The Trustee, acting at the direction of the Municipal Bond Insurer, shall have the right to re-enter and re-let the Property and to terminate this Lease Agreement. The Municipal Bond Insurer shall have the right to control all remedies for default under both this Lease Agreement and the Trust Agreement.

Whenever any Event of Default referred to in Section 9.1 hereof shall have happened and be continuing, it shall be lawful for the Corporation to exercise any and all remedies available pursuant to law or granted pursuant to this Lease Agreement; provided, however, that notwithstanding anything herein or in the Trust Agreement to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the District is expressly made a condition and upon the breach thereof, the Corporation may exercise any and all rights of entry and re-entry upon the Property, and also, at its option, with or without such entry, may terminate this Lease Agreement; provided, that no such termination shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. In the event of such default and notwithstanding any re-entry by the Corporation, the District shall, as herein expressly provided, continue to remain liable for the payment of the Lease Payments and/or

damages for breach of this Lease Agreement and the performance of all conditions herein contained and, in any event such rent and/or damages shall be payable to the Corporation at the time and in the manner as herein provided, to wit:

(a) In the event the Corporation does not elect to terminate this Lease Agreement in the manner hereinafter provided for in subparagraph (b) hereof, the District agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Corporation for any deficiency arising out of the releasing of the Property, or, in the event the Corporation is unable to re-lease the Property, then for the full amount of all Lease Payments to the end of the Term of the Lease Agreement, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Corporation or any suit in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Property or the exercise of any other remedy by the Corporation. The District hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the District to enter upon and re-lease the Property in the event of default by the District in the performance of any covenants herein contained to be performed by the District and to remove all personal property whatsoever situated upon the Property, to place such property in storage or other suitable place within Placer County, for the account of and at the expense of the District, and the District hereby exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Property and the removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained. The District hereby waives any and all claims for damages caused or which may be caused by the Corporation in re-entering and taking possession of the Property as herein provided and all claims for damages that may result from the destruction of or injury to the Property and all claims for damages to or loss of any property belonging to the District that may be in or upon the Property. The District agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Corporation to re-lease the Property in the event of such re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of this Lease Agreement irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate this Lease Agreement shall vest in the Corporation to be effected in the sole and exclusive manner hereinafter provided for in paragraph (b) hereof.

(b) In an Event of Default hereunder, the Corporation at its option may terminate this Lease Agreement and re-lease all or any portion of the Property. In the event of the termination of this Lease Agreement by the Corporation at its option and in the manner hereinafter provided on account of default by the District (and notwithstanding any re-entry upon the Property by the Corporation in any manner whatsoever or the re-leasing of the Property), the District nevertheless agrees to pay to the Corporation all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments. Any surplus received by the Corporation from such releasing shall be credited towards the Lease Payments next coming due and payable. Neither notice to pay rent or to deliver up possession of the premises given pursuant to law nor any proceeding in unlawful detainer taken by the Corporation shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of default by the District shall be or become effective by operation of law, or otherwise, unless and until the Corporation shall have given written notice to the District of the election on the part of the Corporation to terminate this Lease Agreement. The District covenants and agrees that no surrender of the Property and/or of the remainder of the Term of the Lease Agreement or any termination of this Lease Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

Section 9.3. No Remedy Exclusive. No remedy herein is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article IX it shall not be necessary to give any notice, other than such notice as may be required in this Article IX or by law.

Section 9.4. <u>Agreement to Pay Attorneys' Fees and Expenses</u>. In the event either party to this Lease Agreement should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand, pay to the nondefaulting party the reasonable fees and expenses of such attorneys and such other expenses so incurred by the nondefaulting party; *provided*, *however*, that the Trustee shall not be required to expend its own funds for any payment described in this Section 9.4.

Section 9.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.6. <u>Application of Proceeds</u>. All net proceeds received from the re-lease or other disposition of the Property under this Article IX, and all other amounts derived by the Corporation or the Trustee as a result of an Event of Default hereunder, shall be transferred to the Trustee promptly upon receipt thereof and after payment of all fees and expenses of the Trustee, including indemnifications and attorneys fees, shall be deposited by the Trustee in the Lease Payment Fund to be applied to the Lease Payments in order of payment date.

Section 9.7. <u>Trustee and Certificate Owners to Exercise Rights</u>. Such rights and remedies as are given to the Corporation under this Article IX have been assigned by the Corporation to the Trustee under the Assignment Agreement, to which assignment the District hereby consents. Such rights and remedies shall be exercised by the Trustee, the Municipal Bond Insurer and the Owners of the Certificates as provided in the Trust Agreement and herein.

Section 9.8. <u>No Right to Terminate for Corporation Default</u>. The District shall not have the right to terminate this Lease Agreement as a remedy for a default by the Corporation in the performance of its obligations hereunder.

#### ARTICLE X

#### PREPAYMENT OF LEASE PAYMENTS

Section 10.1. Security Deposit. Notwithstanding any other provision of this Lease Agreement, the District may, on any date, secure the payment of all or a portion of the Lease Payments remaining due by an irrevocable deposit with the Trustee or an escrow holder under an escrow deposit and trust agreement as referenced in Section 14.01(b) of the Trust Agreement, of: (a) in the case of a security deposit relating to all Lease Payments, either (i) cash in an amount which, together with amounts on deposit in the Lease Payment Fund, the Insurance and Condemnation Fund and the Reserve Fund, is sufficient to pay all unpaid Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Exhibit C, or (ii) Defeasance Obligations in such amount as will, in the written opinion of an independent certified public accountant or other firm of recognized experts in such matters (addressed to the Municipal Bond Insurer), together with interest to accrue thereon and, if required, all or a portion of moneys or Defeasance Obligations or cash then on deposit and interest earnings thereon in the Lease Payment Fund, the Insurance and Condemnation Fund and the Reserve Fund, be fully sufficient to pay all unpaid Lease Payments on their respective Lease Payment Dates; or (b) in the case of a security deposit relating to a portion of the Lease Payments, a certificate executed by a District Representative designating the portion of the Lease Payments to which the deposit pertains, and either (i) cash in an amount which is sufficient to pay the portion of the Lease Payments designated in such District Representative's certificate, including the principal and interest components thereof, or (ii) Defeasance Obligations in such amount as will, together with interest to be received thereon, if any, in the written opinion of an independent certified public accountant or other firm of recognized experts in such matters (addressed to the Municipal Bond Insurer), be fully sufficient to pay the portion of the Lease Payments designated in the aforesaid District Representative's certificate.

In the event of a deposit pursuant to this Section 10.1 as to all Lease Payments and the payment of all fees, expenses and indemnifications owed to the Trustee and the payment of all amounts due to the Municipal Bond Insurer, all obligations of the District under this Lease Agreement shall cease and terminate, excepting only the obligation of the District to make, or cause to be made, all payments from the deposit made by the District pursuant to this Section 10.1 and the obligations of the District pursuant to Section 5.13 hereof and title to the Property shall vest in the District on the date of said deposit automatically and without further action by the District or the Corporation. Said deposit and interest earnings thereon shall be deemed to be and shall constitute a special fund for the payments provided for by this Section 10.1 and said obligation shall thereafter be deemed to be and shall constitute the installment purchase obligation of the District for the Property. Upon said deposit, the Corporation will execute or cause to be executed any and all documents as may be necessary to confirm title to the Property in accordance with the provisions hereof. In addition, the Corporation hereby appoints the District as its agent to prepare, execute and file or record, in appropriate offices, such documents as may be necessary to place record title to the Property in the District.

Section 10.2. <u>Prepayment Option</u>. The Corporation hereby grants an option to the District to prepay the principal component of the Lease Payments in full, by paying the aggregate unpaid principal components of the Lease Payments as set forth in Exhibit C hereto, or in part, in a prepayment amount equal to the principal amount of Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Said option may be exercised with respect to Lease Payments due on and after October 15, \_\_\_\_\_, in whole or in part on any date, commencing October 15, \_\_\_\_\_. In the event of

prepayment in part, the partial prepayment shall be applied against Lease Payments in such order of payment date as shall be selected by the District.

Lease Payments due after any such partial prepayment shall be in the amounts set forth in a revised Lease Payment schedule which shall be provided by, or caused to be provided by, the District to the Trustee and which shall represent an adjustment to the schedule set forth in Exhibit C attached hereto taking into account said partial prepayment.

Notwithstanding the foregoing, the District shall not be permitted to prepay any Lease Payments if any amounts are owed to the Municipal Bond Insurer with respect to the Municipal Bond Insurance Policy or the Reserve Policy.

Section 10.3. Mandatory Prepayment From Net Proceeds of Insurance, Title Insurance or Eminent Domain. The District shall be obligated to prepay the Lease Payments, in whole on any date or in part on any Lease Payment Date, from and to the extent of any Net Proceeds of an insurance, title insurance or condemnation award with respect to the Property theretofore deposited in the Lease Payment Fund for such purpose pursuant to Article VI hereof and Article VII of the Trust Agreement. The District and the Corporation hereby agree that such Net Proceeds shall be applied first to the payment of any delinquent Lease Payments, and thereafter shall be credited towards the District's obligations under this Section 10.3. Lease Payments due after any such partial prepayment shall be in the amounts set forth in a revised Lease Payment schedule which shall be provided by, or caused to be provided by, the District to the Trustee and which shall represent an adjustment to the schedule set forth in Exhibit C attached hereto taking into account said partial prepayment.

Notwithstanding the foregoing, the District shall not be permitted to prepay any Lease Payments if any amounts are owed to the Municipal Bond Insurer with respect to the Municipal Bond Insurance Policy or the Reserve Policy.

Section 10.4. <u>Credit for Amounts on Deposit</u>. In the event of prepayment of the principal components of the Lease Payments in full under this Article X, such that the Trust Agreement shall be discharged by its terms as a result of such prepayment, remaining amounts on deposit in the Lease Payment Fund or the Reserve Fund shall be credited towards the amounts then required to be so prepaid.

#### ARTICLE XI

#### **MISCELLANEOUS**

Section 11.1. <u>Notices</u>. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received 48 hours after deposit in the United States mail in first-class form with postage fully prepaid:

If to	the Corporation:	Public Property Financing Corporation of California 2945 Townsgate Road, Suite 200 Westlake Village, CA 91361 Attention: Treasurer Phone: (805) 267-7140
If to	he District:	Western Placer Unified School District 600 Sixth Street, Suite 400 Lincoln, CA 95648 Attention: Assistant Superintendent of Business Services Phone: (916) 645-6350
If to	:he Trustee:	U.S. Bank National Association One California Street, Suite 1000 San Francisco, CA 94111 Attention: Global Corporate Trust Telephone: (415) 677-3591
To th	e Municipal Bond Insurer:	Attention: Re: Municipal Bond Insurance Policy No Re: Reserve Policy No

The Corporation, the District and the Trustee and the Municipal Bond Insurer, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

#### Section 11.2. <u>Information to be Given to the Municipal Bond Insurer</u>.

- (a) The District shall provide the Municipal Bond Insurer with the following information:
  - (i) the fiscal year budget of the District within thirty (30) days after adoption of such budget;
  - (ii) not later than one hundred fifty (150) days after the end of the fiscal year, audited financial statements of the District prepared by an independent certified public accountant, together with a certificate of the District stating that no event of default has occurred or is continuing under this Lease Agreement or the Trust Agreement;
  - (iii) prior to the incurrence of additional general fund-secured obligations, any disclosure document or financing agreement pertaining to such additional obligations, which disclosure document or financing agreement shall include, without limitation, the applicable maturity schedule, interest rate or rates, redemption and security provisions pertaining to any such additional obligations;

- (iv) within thirty (30) days following any litigation or investigation that may have a material adverse effect on the financial position of the District of such litigation;
  - (v) immediate notice of any draw on the debt service reserve fund;
- (vi) notice of any Event of Default known to the within five Business Days after knowledge thereof;
  - (vii) any event of abatement under this Lease Agreement;
- (viii) prior notice of the advance refunding or redemption of any of the Certificates, including the principal amount, maturities and CUSIP numbers thereof;
- (ix) notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;
- (x) notice of the commencement of any proceeding by or against the District or the Corporation commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");
- (xi) notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal or interest with respect to the Certificates;
- (xii) a full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Trust Agreement, the Site and Facility Lease and/or this Lease Agreement; and
- (xiii) all reports, notices and correspondence to be delivered to Owners under the terms of the Trust Agreement and/or this Lease Agreement.
- (b) The District will permit the Municipal Bond Insurer to discuss the affairs, finances and accounts of the District or any information the Municipal Bond Insurer may reasonably request regarding the security for the Lease Payments with appropriate officers of the District. The District will permit the Municipal Bond Insurer to have access to the Property and have access to and to make copies of all books and records relating to the Certificates at any reasonable time upon reasonable notice on any Business Day.

The Municipal Bond Insurer shall have the right to direct an accounting at the District's expense, and the District's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Municipal Bond Insurer shall be deemed an Event of Default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any Owner.

Section 11.3. The Municipal Bond Insurer as Third Party Beneficiary. To the extent that this Lease Agreement confers upon or gives or grants to the Municipal Bond Insurer any right, remedy or claim under or by reason of this Lease Agreement, the the Municipal Bond Insurer is explicitly recognized as being a third party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

- Section 11.4. <u>Binding Effect</u>. This Lease Agreement shall inure to the benefit of and shall be binding upon the Corporation and the District and their respective successors and assigns.
- Section 11.5. <u>Severability</u>. In the event any provision of this Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 11.6. <u>Net-net-net Lease</u>. This Lease Agreement shall be deemed and construed to be a "net-net-net lease" and the District hereby agrees that the Lease Payments shall be an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.
- Section 11.7. Further Assurances and Corrective Instruments. The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be or for carrying out the expressed intentions of this Lease Agreement.
- Section 11.8. Execution in Counterparts. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- Section 11.9. <u>Applicable Law</u>. This Lease Agreement shall be governed by and construed in accordance with the laws of the State.
- Section 11.10. <u>Corporation and District Representatives</u>. Whenever under the provisions of this Lease Agreement the approval of the Corporation or the District is required, or the Corporation or the District is required to take some action at the request of the other, such approval or such request shall be given for the Corporation by a Corporation Representative and for the District by a District Representative, and each party hereto shall be authorized to rely upon any such approval or request.
- Section 11.11. <u>Captions</u>. The captions or headings in this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Lease Agreement.

IN WITNESS WHEREOF, the Corporation has caused this Lease Agreement to be executed in its name by its duly authorized officers; and the District has caused this Lease Agreement to be executed in its name by its duly authorized officers, as of the date first above written.

	PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA	
	By Stefan A. Morton Treasurer	
	WESTERN PLACER UNIFIED SCHOOL DISTRICT	
	By Audrey Kilpatrick Assistant Superintendent,	
Attest:	Business & Operations	
Scott Leaman Secretary of the Board	_	

#### **EXHIBIT A**

#### **DESCRIPTION OF THE SITE**

The land described herein is situated in the State of California, County of Placer, and is described as follows:

#### Parcel 1:

All that portion of that certain parcel of land described in the Deed to the City of Lincoln, recorded in Document No. 2003-0034680, Official Records of Placer County, situate in the West one-half of Section 9, Township 12 North, Range 6 East, M.D.M., described as follows:

BEGINNING at on the Southerly line of said parcel of land from which the Southwesterly corner thereof bears along the arc of a curve to the left, concave to the Southeast, having a radius of 25.00 feet, through a central angle of 80°47′35″, a length of 35.25 feet and being subtended by a chord bearing South 39°57′36′ West 32.40 feet and South 89°33′48″ West 30.00 feet; thence from said point of beginning, North 00°26′1 2″ West 538.09 feet; thence along the arc of a tangent curve to the left, concave to the West, having a radius of 751.00 feet, a central angle of 22°24′31″, a length of 293.72 feet and being subtended by a chord bearing North 11°38′27″ West 291.85 feet; thence North 17°34′10″ East 13.51 feet; thence North 62°34′10″ East 65.70 feet; thence along the arc of a tangent curve to the right, concave to the South, having a radius of 645.00 feet, a central angle of 24°10′38″, a length of 272.17 feet and being subtended by a chord bearing North 74°39′29″ East 270.16 feet; thence North 86°44′48″ East 331.64 feet; thence along the arc of a tangent curve to the right, concave to the South, having a radius of 846.00 feet, a central angle of 02°38′52″, a length of 39.10 feet and being subtended by a chord bearing North 88°04′14″ East 39.09 feet; thence South a distance of 538.84 feet; thence South 40°53′17″ West 217.24 feet; thence South a distance of 222.09 feet to the Southerly line of said City of Lincoln parcel of land; thence along said Southerly line the following three (3) courses:

(1) along the arc of a non-tangent curve to the right, concave to the North, having a radius of 961.00 feet, a central angle of 14°13′48″, a length of 238.67 feet and being subtended by a chord bearing South 82°26′54″ West 238.06 feet; (2) South 89°33′48″ West 247.92 feet and (3) along the arc of a tangent curve to the left, concave to the South, having a radius of 25.00 feet, a central angle of 09°12′25″, a length of 4.02 feet and being subtended by a chord bearing South 84°57′36″ West 4.01 to the point of beginning.

APN: 021-151-037

#### Parcel 2:

Beginning at point on the Northerly line of said parcel of land described in Deed recorded as Document No. 2003-0068440 from which the Northwesterly thereof bears along the arc of a curve to the left, concave to the Southeast, having a radius of 25.00 feet, through a central angle of 80°47′35″, a length of 35.25 feet and being subtended by a chord bearing South 39°57′36″ West 32.40 feet and South 89°33′48″ West 30.00 feet; thence from said point of beginning, along said Northerly line the following three (3) courses: (1) along the arc of a curve to the right, concave to the South, having a radius of 25.00 feet, through a central angle of 09°12′25″, a length of 4.02 feet and being subtended by a chord bearing North 84°57′36″ East 4.01 feet; (2) North 89°33′48″ East 247.92 feet and (3) along the arc of a tangent curve to the left, concave to the north, having a radius of 961.00 feet, a central angle of 14°13′48″, a length of 238.67 feet and being subtended by a chord bearing North 82°26′54″ East 238.06 feet; thence South a distance of 381.63 feet; thence West a distance of 485.25 feet; thence North 00°26′12″ West 348.11 feet to the point of beginning.

APN: 021-151-038

#### Parcel 3:

A non-exclusive easement for ingress and egress on, over and across all that portion of land described in Easement Deed recorded February 26, 2004, as Instrument 2004-0020770 of Official Records.

# **EXHIBIT B**

# **DESCRIPTION OF THE FACILITY**

The Facility consists of the District's Foskett Ranch Elementary School, located on the 16 acre Site at 1561 Joiner Parkway, in Lincoln, California. The Facility is a kindergarten through fifth grade school adjacent to the 42 acre Foskett Regional Park, in the north west part of the City. The Facility, opened in 2005, consists of 57,114 square feet of permanent buildings made up of administrative offices, library/support services, multi-purpose building, three classroom clusters (29 teaching stations) and a central plant.

**EXHIBIT C** 

# SCHEDULE OF LEASE PAYMENTS

Lease Payment Date	Principal Component	Interest Component	Total Lease Payment
04/15/20			
10/15/20			
04/15/21			
10/15/21			
04/15/22			
10/15/22			
04/15/23			
10/15/23			
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10/15/37			
04/15/38			
10/15/38			
04/15/39			
10/15/39			
04/15/40			
10/15/40			
04/15/41			
10/15/41			
Total			

#### PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER 22, 2019

**NEW ISSUE-BOOK-ENTRY ONLY** 

RATINGS: S&P: "AA" (\_\_\_-Insured) S&P: "\_\_" (Underlying) See "RATINGS" herein.

In the opinion of Quint & Thimmig LLP, Larkspur, California, Special Counsel, interest with respect to the Certificates is exempt from personal income taxation imposed by the State of California. Interest with respect to the Certificates is not excludable from gross income of the owners thereof for federal income tax purposes See "TAX MATTERS" herein.

# TAXABLE CERTIFICATES OF PARTICIPATION (2019 Refinancing Project)

Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be Made by the



(Placer County, California)
as the Rental for Certain Property Pursuant to a Lease Agreement
with the Public Property Financing Corporation of California

#### Dated: Date of Delivery

Due: November 1, as shown on the inside cover

The \$\_\_\_\_\* Taxable Certificates of Participation (2019 Refinancing Project) (the "Certificates"), are being executed and delivered to provide funds to (a) advance refund the Certificates of Participation (2011 Refinancing Project), representing undivided fractional interests of the owners thereof in lease payments to be made by the Western Placer Unified School District (the "District") as the rental for certain property pursuant to a lease agreement with the Public Property Financing Corporation of California (the "Corporation"), delivered to refund certificates of participation delivered in 2006 to finance the acquisition, construction, installation, improvement and equipping of certain schools and support facilities and land necessary for certain of such facilities, (b) purchase a reserve fund municipal bond insurance policy in lieu of cash funding a bond reserve fund for the Certificates; and (c) pay the costs of the execution and delivery of the Certificates., including purchasing a municipal bond insurance policy for the Certificates. See "REFUNDING PLAN" herein. The Certificates will evidence direct, undivided fractional interests of the owners thereof in Lease Payments (as defined herein) to be made by the District to the Corporation for the use and occupancy of the Property (as defined herein) under and pursuant to a Lease Agreement, dated as of November 1, 2019, by and between the Corporation and the District (the "Lease Agreement"). The Corporation will assign its right to receive Lease Payments from the District under the Lease Agreement and its right to receive Lease Payments from the District under the Lease Agreement and its right to reforce payment of the Lease Payments when due or otherwise protect its interest in the event of a default by the District thereunder to U.S. Bank National Association, San Francisco, California, as trustee (the "Trustee"), for the benefit of the registered owners of the Certificates.

The Certificates will be executed and delivered in book-entry form only, and will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company (referred to herein as "DTC"). Purchasers of the Certificates (the "Beneficial Owners") will not receive physical certificates representing their interest in the Certificates. Interest with respect to the Certificates accrues from their date of delivery, and is payable semiannually on each May 1 and November 1, commencing May 1, 2020. The Certificates may be executed and delivered in denominations of \$5,000 or any integral multiple thereof. Payments of principal and interest with respect to the Certificates will be paid by the Trustee to DTC for subsequent disbursement to DTC Participants who will remit such payments to the Beneficial Owners of the Certificates. (See "THE CERTIFICATES—Book-Entry-Only System" herein).

The Certificates are subject to redemption prior to maturity. See "THE CERTIFICATES—Redemption" herein.

The District will covenant in the Lease Agreement to make all Lease Payments due under the Lease Agreement, subject to abatement during any period in which by reason of damage or destruction of the Property, or by reason of eminent domain proceedings with respect to the Property, there is substantial interference with the use and occupancy by the District of the Property or any portion thereof. The District will covenant in the Lease Agreement to take such action as may be necessary to include all Lease Payments in its annual budgets and to make the necessary annual appropriations for all such Lease Payments.

NEITHER THE CERTIFICATES NOR THE OBLIGATION OF THE DISTRICT TO MAKE LEASE PAYMENTS UNDER THE LEASE AGREEMENT CONSTITUTES A DEBT OR INDEBTEDNESS OF THE DISTRICT OR THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATIONS OR RESTRICTION OR AN OBLIGATION FOR WHICH THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE DISTRICT HAS LEVIED OR PLEDGED ANY FORM OF TAXATION.

The scheduled payment of principal and interest with respect to the Certificates when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Certificates by \_\_\_\_\_\_\_\_, See "MUNICIAPL BOND INSURANCE" herein.

[INSURER LOGO]

#### MATURITY SCHEDULE

SEE THE INSIDE COVER

The cover page contains certain information for general reference only. It is not a summary of all the provisions of the Certificates. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "RISK FACTORS" herein for a discussion of special risk factors that should be considered, in addition to the other matters set forth herein, in evaluating the investment quality of the Certificates.

The Certificates will be offered when, as and if delivered and received by the Underwriter subject to approval by Quint & Thimmig LLP, Larkspur, California, as Special Counsel. Certain matters will be passed upon for the District by Quint & Thimmig LLP, Larkspur, California, as Disclosure Counsel. Certain matters will be passed upon for the Underwriter by Stradling Yocca Carlson & Rauth, P.C., Newport Beach, California. It is anticipated that the Certificates will be available for through the facilities of DTC on or about November 19, 2019.

# **HilltopSecurities**

Dated: October \_\_\_, 2019

\*Preliminary, subject to change.

# 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 Resolution No. 19/20.12 to Levy Increased School Facility Fees and the 2019 School Facility Fee Justification Report **AGENDA ITEM AREA:** 

Action

REQUESTED BY:

Michael Adell

Director of Facilities

**ENCLOSURES:** 

Yes

**DEPARTMENT:** 

Facilities

FINANCIAL INPUT/SOURCE:

Developer Fees

**MEETING DATE:** 

October 15, 2019

**ROLL CALL REQUIRED:** 

Yes

# **BACKGROUND:**

The Western Placer Unified School District is authorized to collect developer fees (referred to as Level I fees) as established by the State Allocation Board to assist in financing school facilities to serve students generated from new residential and commercial/industrial development. In order to qualify to collect Level I fees, the District must complete a School Facility Fee Justification Report (Report) and have it adopted by the Board of Trustees.

The report shows the District is justified to collect Level I Fees at a rate of \$3.79 per square foot for residential and \$0.61 per square foot for commercial/industrial development.

Per California Government Code 66016-66018, prior to adoption of the report, the Board of Trustees must hold a public hearing. Following the preceding public hearing, the Board of Trustees can adopt a resolution to accept the School Facility Fee Justification Report and to increase the Level I fees.

## RECOMMENDATION:

Staff recommends the Board of Trustees adopt Resolution No. 19/20.12 to levy increased school facility fees and the 2019 School Facility Justification Report.

#### RESOLUTION NO. 19/20.12

# A RESOLUTION OF THE GOVERNING BOARD OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT INCREASING SCHOOL FACILITY FEES

WHEREAS, under the provisions of Education Code Section 17620 and Government Code Section 65995, a school district's governing board may establish fees to offset the cost of school facilities made necessary by new construction following the making of certain findings by such governing board;

WHEREAS, the Governing Board ("Board") of the Western Placer Unified School District (the "District") by way of prior resolutions has heretofore established school facility fees under the provisions of Education Code Section 17620 (formerly Government Code Section 53080) and Government Code Section 65995;

WHEREAS, the District has undertaken the completion of a developer fee analysis; and

WHEREAS, pursuant to Education Code Section 17620, the purpose of this Resolution is to approve an adjustment in such fees consistent with the adjustment authorized by the State Allocation Board based upon the statewide cost index for Class B construction and consistent with the District's needs in this area.

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

Section 1. <u>Procedure</u>. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled October 15, 2019 meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66018, and a notice, including a statement that the data required by Government Code Section 66016 was available, was mailed at least 14 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new or increased fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting, the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to this Resolution, and the revenue sources anticipated to provide this service, including general fund revenues. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the Justification Report for School Facility Fees on Residential, Commercial and Industrial Development Projects, Western Placer Unified School District, October, 2019 (the "Study") along with other materials which formed the basis for the action taken pursuant to this Resolution.

Section 2. <u>Findings</u>. The Board has reviewed the Study as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof,

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and the available sources of revenue including the increase in fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, the Board hereby approves and adopts the Study and makes the following findings:

- (a) Enrollment at the various District schools is presently at or approaching capacity;
- (b) Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in habitable areas, or new commercial or industrial construction will increase the need for school facilities;
- (c) Without the addition of new school facilities, further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District:
- (d) Residential development and commercial or industrial development is projected within the District's boundaries and the enrollment produced thereby will exceed the capacity of the schools of the District. Projected development within the District, without additional school facilities, will result in conditions of overcrowding which will impair the normal functioning of the District's educational programs;
- (e) The fees proposed in the Study and the fees adjusted pursuant to this Resolution are for the purpose of providing adequate school facilities to maintain the quality of education offered by the District;
- (f) The fees proposed in the Study and adjusted pursuant to this Resolution will be used for the construction and reconstruction of school facilities as identified in the Study;
- (g) The uses of the fees proposed in the Study and adjusted pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;
- (h) The fees proposed in the Study and adjusted pursuant to this Resolution bear a reasonable relationship to the need for school facilities created by the types of development projects on which the fees are imposed;
- (i) The fees proposed in the Study and adjusted pursuant to this Resolution do not exceed the estimated amount required to provide funding for the construction or reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues.
- (j) The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for school facilities and are reasonably related and limited to the need for schools caused by the development.

- (k) The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a construction schedule and/or to reimburse the District for expenditures previously made.
- Section 3. <u>Fees</u>. Based upon the foregoing findings, the Board hereby increases the previously levied fees to the amount consistent with the District's Study and not more than the maximum amounts established by the State Allocation Board as of the date of this Resolution. Specifically, the District hereby establishes a maximum fee per square foot of development as follows:.
  - (a) \$3.79 per square foot of residential development.
  - (b) \$0.61 per square foot of commercial/industrial development.
- Section 4. <u>Fee Adjustments and Limitations</u>. The fees adjusted herewith shall be subject to the following:
- (a) The amount of the District's fees shall be reviewed once every two years to determine if a fee increase according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.
- (b) The fees adjusted pursuant to this Resolution do not apply during the term of any contract entered into between a subdivider or builder and the District, or any applicable city or county on or before January 1, 1987, that requires the payment of a fee, charge or dedication for the construction of school facilities as a condition to the approval of residential development.
- (c) To the extent that the District is collecting fees pursuant to Chapter 407, statutes of 1998, (Government Code Sections 65995.5 or 65995.7) commonly known as SB 50, the District's portion of the fee adopted hereunder would not apply to any new residential construction.
- Section 5. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code §\$53311, et seq.) and such other funding mechanisms as are authorized by Government Code Section 65996. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.
- Section 6. <u>Implementation</u>. For residential, commercial or industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.

Section 7. <u>California Environmental Quality Act</u>. The Board hereby finds that the increase in fees provided by this Resolution is to obtain funds for capital projects necessary to maintain service within the District and that therefore this action is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA).

Section 8. <u>Commencement Date</u>. The fee adjustment called for herein shall become effective 60 days after adoption date of this Resolution.

Section 9. <u>Notification of Local Agencies</u>. The Secretary of the Board is hereby directed to forward copies of this Resolution to the planning commissions and board of supervisors of Placer County and to the planning commission and city council of the City of Lincoln and to file a Notice of Exemption from the CEQA with the Placer County Clerk.

Section 10. <u>Severability</u>. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

APPROVED, PASSED and ADOPTED by the Governing Board of the Western Placer Unified School District this 15th day of October, 2019, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	President, Governing Board
	Western Placer Unified School
District	
ATTEGT	
ATTEST:	
Secretary, Governing Board	
Western Placer Unified School District	

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

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

#### **DISTRICT GLOBAL GOALS**

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

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

SUBJECT:

Adoption of Resolution No.19/20.13 To Establish School Facility Fees per 2019 School Facility Needs Analysis and Justification Study

REQUESTED BY: /

Michael Adell

Director of Facilities

**ENCLOSURES:** 

AGENDA ITEM AREA:

Yes

Action

DEPARTMENT:

**Facilities** 

FINANCIAL INPUT/SOURCE:

Developer Fees

**MEETING DATE:** 

October 15, 2019

**ROLL CALL REQUIRED:** 

Yes

Based on meeting certain criteria set forth in Senate Bill 50, the District is authorized to collect residential developer fees over-and-above the Level I rate established by the State Allocation Board. This fee is commonly referred to as a Level II Fee. In order to qualify to collect Level II Fees, the District must annually complete a School Facility Needs Analysis and Justification Study (SFNA) and have it adopted by the Board of Trustees.

The 2019 SFNA calculates justification for the District to begin collecting Level II Fees of \$4.50 per square foot of conditioned living space for residential construction outside the boundaries of any existing Mello-Roos District.

Following the preceding Public Hearing, the Board of Trustees can adopt a resolution accepting the School Facility Needs Analysis and Justification Study and establishing the Level II Fees.

#### RECOMMENDATION:

Staff recommends the Board of Trustees adopt Resolution No. 19/20.13 to establish school facility fees in accordance with the provision of Senate Bill 50 and as justified in the School Facility Needs Analysis and Justification Study.

#### RESOLUTION NO. 19/20.13

# A RESOLUTION OF THE GOVERNING BOARD OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT ESTABLISHING SCHOOL FACILITY FEES IN ACCORDANCE WITH THE PROVISIONS OF SENATE BILL 50

WHEREAS, under Government Code Section 65995.5 which was enacted pursuant to Chapter 407, Statutes of 1998 ("Senate Bill 50" or "SB 50"), a school district's governing board may establish fees to offset the cost of school facilities made necessary by new construction following the making of certain findings by such governing board; and

WHEREAS, the Western Placer Unified School District ("District") has undertaken a review of its eligibility to establish fees under the provisions of SB 50; and

WHEREAS, separate and apart from determining its eligibility to establish such fees, the District has prepared an analysis entitled "School Facility Needs Analysis and Justification Study" dated October 2019 (the "Needs Analysis") in accordance with the provisions of SB 50; and

WHEREAS, the District seeks to establish fees in accordance with and under the authority of Senate Bill 50 for the purpose of funding the construction of school facilities made necessary by development within the District's boundaries; and

WHEREAS, the District continues to submit applications to the State Allocation Board of California for new construction funding when necessary and has been determined by the State Allocation Board to meet the eligibility requirements for new construction in accordance with the provisions of Government Code section 65995.5(b)(1); and

WHEREAS, the District has issued debt for capital outlay equal to at least 30% of its bonding capacity in accordance with the provisions of Government Code section 65995.5(b)(3)(C); and

WHEREAS, at least 20% (twenty percent) of the teaching stations within the District are relocatable classrooms in accordance with the provisions of Government Code section 65995.5(b)(3)(D); and

WHEREAS, in accordance with Government Code section 65995.5, a purpose of this Resolution is to declare the District's eligibility for, and to establish fees under the provisions of SB 50 consistent with the information and data set forth in the School Facility Needs Analysis and upon such other information and documentation prepared by or on file with the District, as presented and described to the Board.

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

Section 1. Procedure. This Board hereby finds that prior to the adoption of this Resolution; the Board conducted a public hearing at its October 15, 2019 meeting at which oral and written presentations were made. Notice of the time and place of the public hearing, including a general explanation of the matter to be considered, has been published in a newspaper of general circulation in accordance with Government Code section 65995.6(d), and a notice, including a statement that the School Facility Needs Analysis required by Government Code section 65995.6 was available, was mailed at least 30 days prior to the public hearing to any interested party who had filed a written request with the District for mailed notice of the meeting on new or increased fees or service charges within the period specified by law. At least 30 days prior to the public

hearing, the District made available to the public in its School Facility Needs Analysis, data indicating the amount of the cost, or estimated cost, required to provide the facilities for which the fee is to be levied pursuant to this Resolution. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's School Facility Needs Analysis along with the District's related facility planning documents (the "Plan") and along with other materials which formed the basis for the action taken pursuant to this Resolution.

- Section 2. <u>Findings</u>. The Board has reviewed the provisions of the School Facility Needs Analysis and the Plan as they relate to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, the Board hereby approves and adopts the School Facility Needs Analysis and makes the following findings:
  - (a) Enrollment at the various District schools is presently at or exceeding capacity.
- (b) Additional development projects within the District involving increases in habitable areas will increase the need for school facilities.
- (c) Without the addition of new school facilities, further residential development projects within the District will result in a significant decrease in the quality of education presently offered by the District.
- (d) New residential development is projected within the District's boundaries and the enrollment produced thereby will exceed the capacity of the schools of the District. Projected development within the District, without additional school facilities, will result in conditions of overcrowding which will impair the normal functioning of the District's educational programs.
- (e) The fees proposed in the School Facility Needs Analysis and levied pursuant to this Resolution are for the purpose of providing adequate school facilities and related support facilities to maintain the quality of education offered by the District.
- (f) The fees proposed in the School Facility Needs Analysis and levied pursuant to this Resolution will be used for the construction of school facilities and support facilities as identified in the School Facility Needs Analysis.
- (g) The uses of the fees proposed in the School Facility Needs Analysis and levied pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed.
- (h) The fees proposed in the School Facility Needs Analysis and levied pursuant to this Resolution bear a reasonable relationship to the need for school and support facilities created by the types of development projects on which the fees are imposed.
- (i) The fees proposed in the School Facility Needs Analysis and levied pursuant to this Resolution do not exceed the estimated amount required to provide funding for the construction of school and support facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues.
- (j) The fees will be collected for school and support facilities for which an account has been established and funds appropriated and for which the District has adopted a construction schedule or in some instances, will be used to reimburse the District for expenditures previously made.

- Section 3. <u>Fee.</u> Based upon the foregoing findings, the Board hereby establishes a new fee upon residential construction, to be known as the "Level II Fee", as follows:
- (a) The Level II Fee for residential units is hereby established and set at the rate of \$4.50 per square foot of residential development.
- (b) The Level II Fee shall be collected as a precondition to the issuance of any building permit for construction within the District's boundaries.

## Section 4. Determination of Eligibility.

- (a) The District continues to submit applications to the State Allocation Board of California for new construction funding when necessary and has been determined by the State Allocation Board to meet the eligibility requirements for new construction in accordance with the provisions of Education Code section 17071.10 et seq. and section 17071.75 et seq. along with Government Code section 65995.5(b)(1); and
- (b) In accordance with the provisions of Government Code section 65995.5(b)(3)(C), the District has issued debt for capital outlay equal to at least 30% of its local bonding capacity.
- (c) In accordance with the provisions of Government Code section 65995.5(b)(3)(D), at least 20% (twenty percent) of the teaching stations within the District are relocatable classrooms.
- (d) The Board has reviewed the provisions of the School Facility Needs Analysis along with such oral and written information as has been presented by District staff and consultants and has determined that the School Facility Needs Analysis meets the requirements of Government Code section 65995.6 and is a suitable basis for the establishment of Level II fees in accordance with the provisions of Government Code section 65995.5.
- Section 5. <u>Determination of "Level III Fee"</u>. In accordance with the provisions of Government Code section 65995.7, the District's Board is authorized to establish a fee in an amount higher than the Level II fee in the event the State Allocation Board is no longer approving apportionments for new construction in accordance with Education Code section 17072.20 due to lack of funds and the State Allocation board has notified the Secretary of the Senate and Chief Clerk of the Assembly, in writing, of the determination that such funds are no longer being allocated. In the event that on or before the Anniversary Date of this Resolution as defined below, the State Allocation Board is no longer approving apportionments due to inadequate funding and such fact is relayed to the appropriate state representatives, the Level II fee shall be supplemented with an additional fee amount which when combined with the Level II fee shall be known as the "Level III Fee" as follows:
- (a) The Level III Fee for residential development shall be \$9.00 per square foot of residential development.
- (b) The Level III Fee shall be placed in effect immediately by action of the Superintendent, without any additional action by the Board other than the approval of this Resolution upon a determination by the Superintendent that the requirements of Government Code section 65995.7 as outlined above have been met.
- Section 6. <u>Fee Adjustments and Limitations</u>. The fees established herewith shall be subject to the following:
- (a) The District's Level II Fee (or the Level III Fee in the event it is implemented by the Superintendent) shall be effective for a period of one year following the adoption date of this Resolution as set

forth below (the "Anniversary Date") and shall be reviewed on or before the Anniversary Date, and annually thereafter to determine if such fee is to be re-established or revised.

- (b) The Level II Fee established hereby (or the Level III Fee in the event it is implemented by the Superintendent) shall not apply during the term of any mitigation agreement entered into between a subdivider or builder and the District, or any applicable city or county on or before January 1, 1987, that requires the payment of a fee, charge or dedication for the construction of school facilities as a condition to the approval of residential development.
- (c) The Level II Fee established hereby (or the Level III Fee in the event it is implemented by the Superintendent) shall not apply during the term of any mitigation agreement entered into between a person and the District or any applicable city or county, after January 1, 1987 but before November 4, 1998 that requires payment of a fee, charge, or dedication for school facilities mitigation.
- (d) The Level II Fee established hereby (or the Level III Fee in the event it is implemented by the Superintendent) shall not apply to any construction that is not subject to a mitigation agreement such as described above, but that is carried out on real property for which residential development was made subject to a condition relating to school facilities imposed by a state or local agency in connection with a legislative act approving or authorizing such residential development after January 1, 1987 but before November 4, 1998. Any such construction shall be required to comply with such condition until January 1, 2000. On and after January 1, 2000, such construction shall be subject to the Level II Fee or the Level III Fee as applicable.
- Section 7. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive, and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code §§53311, et seq.) and such other funding mechanisms as are authorized by Government Code section 65996. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.
- Section 8. <u>Implementation</u>. For construction projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.
- Section 9. <u>California Environmental Quality Act</u>. The Board hereby finds that the fees established pursuant to this Resolution are exempt from the provisions of the California Environmental Quality Act (CEQA).
- Section 10. <u>Commencement Date</u>. The Board orders that the fees established hereby shall take effect immediately.
- Section 11. <u>Notification of Local Agencies</u>. The Secretary of the Board is hereby directed to forward copies of this Resolution along with a map of the District's boundaries to the planning commission and city council of the City of Lincoln, the planning commission and board of supervisors of Placer County and to file a Notice of Exemption from the California Environmental Quality Act with the Placer County Clerk.
- Section 12. <u>Severability</u>. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

School Distric	APPROVED, PASSED and A ct this 15 <sup>th</sup> day of October 2019,	DOPTED by the Governing Board of the Western Placer Unified by the following vote:
	AYES:	
	NOES:	
	ABSTAIN:	
	ABSENT:	
		President, Governing Board Western Placer Unified School District
ATTEST:		
	overning Board er Unified School District	

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

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

# DISTRICT GLOBAL GOALS

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

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

SUBJECT:

Consider Approving Resolution No. 19/20.14, Authorizing the Elimination and/or Reduction of Certain Classified Employee Positions Due to Lack of Work/Lack of Funds. AGENDA ITEM AREA:

Discussion/Action

**REQUESTED BY:** 

Gabe Simon, Ed.D.

Assistant Superintendent of Personnel Services

**ENCLOSURES:** 

Resolution 19/20.14

**DEPARTMENT:** 

Personnel

FINANCIAL INPUT/SOURCE:

Food Services

MEETING DATE:

October 15, 2019

**ROLL CALL REQUIRED:** 

Yes

# **BACKGROUND:**

Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No. 19/20.14. The positions being eliminated or reduced may not reflect the actual person who will be subject to layoff due to the complicated bumping process that will take place pursuant to the Collective Bargaining Agreement with CSEA, Board Policy and Education Code.

#### RECOMMENDATION:

Approve Resolution No. 19/20.14 Authorizing the Elimination and/or reduction of Certain Classified Employee Positions due to Lack of Work/Lack of Funds.

# WESTERN PLACER UNIFIED SCHOOL DISTRICT RESOLUTION NO. 19/20.14

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

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

WHEREAS, the Governing Board of the Western Placer Unified School District has determined that it shall be necessary to reduce or eliminate the following positions in the District not later than December 16, 2019, due to lack of work/lack of funds:

Reduce One (1) Food Service Lead position (Lincoln High School) from 7.5 hours per day to 7 hours per day

NOW, THEREFORE BE IT RESOLVED, that as of the close of the business day on December 16, 2019, the above-referenced classified positions shall be reduced or eliminated.

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

**ADOPTED** by the Governing Board of Western Placer Unified School District on October 15, 2019, by the following vote:

AYES:	
NOES:	
ABSENT:	
	President
	Board of Trustees
	Western Placer Unified School District

# Attested:

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

Clerk
Board of Trustees
Western Placer Unified School District

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

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

#### DISTRICT GLOBAL GOALS

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

SUBJECT:

Consider Approving Classified Job Description for Mail Delivery/Driver and Corresponding Revised Salary Schedule **AGENDA ITEM AREA:** 

Discussion/Action

**REQUESTED BY:** 

Gabe Simon, Ed.D.

Assistant Superintendent of

Personnel Services

**ENCLOSURES:** 

Proposed Job Description for

Mail Delivery/Driver

and Corresponding Revised Salary

Schedule

**DEPARTMENT:** 

Personnel

FINANCIAL INPUT/SOURCE:

General

**MEETING DATE:** 

October 15, 2019

**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 Mail Delivery/Driver, a classified position. This job description will go into effect following Board approval. The classified salary schedule has also been revised to reflect the corresponding salary scale placement.

#### **RECOMMENDATION:**

Approve the attached job description for Mail Delivery/Driver and revised classified salary schedule.

#### Western Placer Unified School District

#### POSITION DESCRIPTION

Position Title:

Mail Delivery/Driver

Department:

Maintenance and Operations

Report To:

Director of Maintenance and Operations

#### **SUMMARY:**

Responsible for operating automotive vehicle/District delivery vehicle for the pickup and delivery of mail, equipment, and supplies.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- \* Drives the vehicle in a manner that ensures the safety of the employee and the public
- Maintains records related to the assignment
- \* Reports any mechanical failures at the end of each run or if necessary stops vehicle and reports if it appears unsafe to continue driving.
- \* Participates in the receipt, storage, loading, unloading, delivery, and inventory of District materials.
- Loads and unloads a delivery vehicle, ensuring that all items and supplies are properly secured
- \* Picks up, sorts, and delivers District mail at school sites and District Office
- Drives a District delivery vehicle over a designated route in accordance with established time schedules
- Maintains records and files related to pick up and delivery
- \* Reports items needing repairs
- \* Performs other related duties as assigned

## **QUALIFICATION REQUIREMENTS:**

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

### **EDUCATION and/or EXPERIENCE:**

High school diploma or general education degree (GED). Possess a Class C license and have at least one year of driving experience for the purposes of delivery. Must have no points on driving record upon hire and maintain a good driving record while employed in this position.

#### **LANGUAGE SKILLS:**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.

#### **MATHEMATICAL SKILLS:**

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume and distance.

#### **REASONING ABILITY:**

Ability to apply common sense understanding to carry out detailed written and oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

#### PHYSICAL REQUIREMENTS:

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

Pending CSEA and Board Approval - October 15, 2019

Panac 20 91473199-30-19 65 this job, the employee is continuously required to sit and occasionally required to walk or stand. The employee will frequently bend or twist at the neck and trunk while performing the duties of this job. The employee frequently uses hand strength to grasp tools and other items. The employee is continuously driving on the job.

Frequently stand and walk for extended periods; stoop, kneel, and crouch to pick up or move objects, ability to work around moving objects or vehicles, push, pull, and carry objects weighing up to 50 pounds without assistance (lift test required), manual dexterity and eye/hand coordination, corrected vision and hearing to normal range, and verbal communications. Specific vision abilities required by this job include close vision, color vision, depth perception and peripheral vision.

#### OTHER SKILLS and ABILITIES:

Ability to establish and maintain effective working relationships with students, staff and the community. Ability to perform duties with awareness of all district requirements and Board of Trustee policies.

#### **WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee occasionally works in temperatures above 100° and below 32° and occasionally will walk on slippery surfaces. The employee must be able to meet deadlines with severe time constraints and interact with the public and other workers. The employee has direct responsibility for the safety and well-being of others. The noise level in the work environment is frequently loud to where you have to raise your voice to be heard.

#### WESTERN PLACER UNIFIED SCHOOL DISTRICT CLASSIFIED SALARY SCHEDULE 2019-2020

#### 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 Cafeterla Lead

#### Range: Clerical

- 26 Accounting Technician I
- 28 Accounting Technician II
- 17 Adult School Account Clerk
- 24 Alternative Education Secretary/Administrative Assistant
- 22 Assistant Principal Secretary/Administrative Assistant
- 16 Bilingual School Clerk
- 22 Counselor Secretary/Administrative Assistant
- 25 Department Secretary/Administrative Assistant
- 22 District ELD & Intervention Program Secretary/Administrative Assistant
- 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
- 20 Maii Delivery/Driver
- 22 Preschool Clerk
- 24 Registrar/Student Data Manager
- 20 School Office Clerk II
- 22 School Office Clerk III
- 24 School Secretary I/Administrative Assistant (K-5)
- 25 School Secretary I/Administrative Assistant (6-12)
- 22 Special Education Clerk
- 28 Special Education Secretary/Administrative Assistant
- 28 Supplemental Programs & Accountability Secretary/ Administrative Assistant
- 28 Educational Services Secretary/Administrative Assistant

#### 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 Alde-Bilingual/ESL
- 17 Instructional Alde-Special Education
- 25 Interpreter Oral (Paid on Step A only)
- 25 Interpreter- Deaf & Hard of Hearing
- 20 Intervention Services Provider
- 19 Library Technician
- 32 Licensed Vocational Nurse
- 28 LVN/Paraprofessional, Specialized Phys Hith Care
- 28 Occupational Therapist Assistant I
- 17 Paraprofessional, Specialized Physical Health Care
- 25 Parent/School/Community Liaison
- 15 Preschool Instructional Aide
- 24 Praschool Instructor
- 28 Speech-Language Pathology Assistant
- 33 Translator Written (Paid on Step A only)

RANGE	Step	Step	Step	Step	Step	Step
1	A	В	С	D	E	F*
12	14.16	14.82	15,55	16.29	17.10	17.96
13	14.52	15.19	15.93	16.71	17.54	18.42
14	14.82	15.55	16.29	17.10	17.96	18.86
15	15.19	15.93	16.71	17.54	18.36	19.28
16	15.55	16.29	17.10	17.96	18.80	19.74
17	15.93	16.71	17.54	18.36	19.29	20.26
18	16.29	17.10	17.96	18.80	19.77	20.76
19	16.71	17.54	18.36	19,29	20.22	21.23
20	17.10	17.96	18.80	19.77	20.72	21.76
21	17.54	18.36	19.29	20.22	21.24	22.30
22	17.94	18.80	19.77	20.72	21.75	22.83
23	18.36	19.29	20.22	21.24	22.28	23.39
24	18.80	19,77	20.72	21.75	22.79	23.93
25	19.29	20.22	21.24	22.28	23.36	24.53
26	19.77	20.72	21.75	22.79	23.93	25,12
27	20.22	21.24	22,28	23.36	24.52	25.75
28	20.72	21.75	22.79	23.93	25.14	26.40
29	21.24	22.28	23.36	24.52	25.74	27.02
30	21.75	22.79	23.93	25.14	26.38	27.70
31	22.28	23.36	24.52	25.74	27.03	28.38
32	22.79	23.93	25.14	26.38	27.69	29.08
33	23.36	24.52	25.74	27.03	28.36	29.77
34	23.93	25.14	26.38	27.69	29.07	30,53
35	24.52	25.74	27.03	28.36	29.79	31.28
36	25,14	26.38	27.69	29.07	30.52	32.05
37	25.74	27.03	28.36	29.79	31.27	32.83
38	26.38	27.69	29.07	30.52	32.06	33.66
39	27.03	28.36	29.79	31.27	32.86	34.50
40	27.69	29.07	30.52	32.06	33.63	35.32
41	28.36	29.79	31.27	32.86	34.49	36.22
42	29.07	30.52	32.06	33.63	35.30	37.07
43	29.79	31.27	32.86	34.49	36.17	37.98
44	30.52	32.06	33.63	35.30	37.06	38.91
45	31.27	32.86	34.49	36.17	37.99	39.89
46	32.06	33.63	35.30	37.06	38.92	40.87
47	32.86	34.49	36.17	37.99	39.89	41.89
48	33.63	35.30	37.06	38.92	40.89	42.93
49	34.49	36.17	37.99	39.89	41.91	44.00
50	35.30	37.06	38.92	40.89	42.94	45.09

#### Range: Technology

- 33 District & Site Support Tech
- 45 Network Administrator
- 45 Technology Data Specialist
- 33 CALPADS Coord/Tech Project Tech/Tech Sup Tech I
- 36 Technology Support Tech II

#### 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

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.

\* STEP F: Employees will be placed on Step F at the beginning of the school year in their 15th year of service with the District

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

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

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

Effective 7/1/18 .50% added to the 2018-2019 salary schedule retro to 1/1/19

Effective 7/1/19 .25% added to the 2019-2020 salary schedule, Step F added

Effective 10/1/19 Department Secretary position placed at Step 25

Effective 10/15/19 Mail Delivery/Driver position placed at Step 20, pending CSEA and Board approval 10/15/19

# 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**

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

SUBJECT:

Twelve Bridges High School Mascot

AGENDA ITEM AREA:

Information/Discussion

**REQUESTED BY:** 

Scott Leaman, Superintendent

Audrey Kilpatrick, Asst. Supt. - Business & Operations

**ENCLOSURES:** 

Yes

**DEPARTMENT:** 

Superintendent Business Services FINANCIAL INPUT/SOURCE:

N/A

**MEETING DATE:** 

October 15, 2019

**ROLL CALL REQUIRED:** 

No

#### BACKGROUND:

At the September 3, 2019 board meeting the board was presented with all mascot suggestions and a list of six suggested mascots. They were Rams, Mustang, Broncos, Coyote, Rattlers and Rhinos. At the October 1, 2019 board meeting the board was presented with the survey results of the six mascots from students at the two middle schools. The survey results are listed below:

	TBMS	GEMS	TOTAL
Broncos	82	56	138
Coyotes	129	183	312
Mustangs	174	126	300
Rams	103	68	171
Rattlers	139	179	318
Rhinos	150	186	336
Total	<b>7</b> 77	798	1575

Based on the survey ranking and board input administration is recommending the Rhino as the mascot for Twelve Bridges High School. We are recommending the Rhino be grey and clothing colors be from the school colors of green. Administration and the mascot designer with work on the mascot design over the next months to develop a final mascot design. A draft mock-up design of the Rhino mascot will be shared at the board meeting.

#### RECOMMENDATION:

This is an information and discussion item only. Based on board feedback and student survey results, Administration is recommending the Rhino as the mascot for Twelve Bridges High School.

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