

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

**MEMBERS OF THE GOVERNING BOARD**

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

**DISTRICT ADMINISTRATION**

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

<b>School</b>	<b><u>STUDENT ENROLLMENT</u></b>		
	<b>2016-17 CALPADS</b>	<b>9/29/2017</b>	<b>11/1/2017</b>
Sheridan Elementary (K-5)	67	53	53
First Street Elementary (K-5)	433	437	434
Carlin C. Coppin Elementary (K-5)	434	430	431
Creekside Oaks Elementary (K-5)	623	614	621
Twelve Bridges Elementary (K-5)	621	649	647
Foskett Ranch Elementary (K-5)	454	428	431
Lincoln Crossing Elementary (K-5)	659	648	648
Glen Edwards Middle School (6-8)	892	901	898
Twelve Bridges Middle School (6-8)	765	759	761
Lincoln High School (9-12)	1,832	1,957	1,942
Phoenix High School (10-12)	73	76	78
SDC Program (18-22)		10	10
<b>TOTAL</b>	<b>6853</b>	<b>6,962</b>	<b>6,954</b>

**SDC Pre-School**

Foskett Ranch	19
First Street/LIP	65
Carlin C. Coppin	0

**ATLAS Program**

28

**Parent Education**

Continuing Educ. Classes

**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**  
**Annual Organizational Meeting of the Board of Trustees**

**December 5, 2017**

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

**AGENDA**

**2017-2018 Goals & Objectives (G & O) for the Management Team: Component I:** Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

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

**6:25 P.M. START**

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

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

**6:30 P.M.**

3. **CLOSED SESSION** – WPUSD District Office – 4<sup>th</sup> Floor Overlook Room
  - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**  
Bargaining groups: WPTA & CSEA Negotiations  
Agency Negotiators:  
~Scott Leaman, Superintendent  
~Gabe Simon, Assistant Superintendent of Personnel Services  
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations  
~Kerry Callahan, Assistant Superintendent of Educational Services
  - 3.2 **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**  
Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)
  - 3.3 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477
  - 3.4 **PERSONNEL**  
Public Employee Employment/Discipline/Dismissal/Release  
*Roll call vote:*

**Regular Meeting of the Board of Trustees**

**December 5, 2017**

**Agenda**

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**7:00 P.M.**

- 4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – District Office/City Hall Blvd., - 3<sup>rd</sup> Floor Conference Room

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

**4.1 Page 9 - CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

~Kerry Callahan, Assistant Superintendent of Educational Services

**4.2 Page 10 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)

**4.3 Page 11 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

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

**4.4 Page 12 - PERSONNEL**

Public Employee Employment/Discipline/Dismissal/Release

**5. REORGANIZATION OF THE BOARD OF TRUSTEES**

As per Board Bylaw 9100 the Board shall hold an annual organization meeting within the time limits prescribed by law (Education Code 35143). At this meeting the Board shall:

**5.1 Page 14 - Elect a President, Vice President, and Clerk from its Members**

~As per Education code 35143 and Board Bylaw 9100 the Board of Trustees shall hold an annual organizational meeting to elect a President, Vice President and Clerk from its members.

**5.2 Page 21 - Appoint a Secretary to the Board of Trustees**

~According to Board Bylaw 9122, the Superintendent shall act as Secretary of the Governing Board.

**5.3 Page 23 - Authorization of Signatures**

~As per Board Bylaw 9100, the board of Trustees will authorize district officials as those who are authorized to sign district documents.

**5.4 Page 24 - Develop a Schedule of Regular Meetings for the 2017 Year**

~The Board of Trustees must annually develop a schedule of regular meetings for the upcoming year.

**5.5 Page 27 - Appoint Committee Assignments**

~The Board of Trustees will discuss committee assignments.

Regular Meeting of the Board of Trustees

December 5, 2017

Agenda

6. **Page 29-78 - CONSENT AGENDA**

**NOTICE TO THE PUBLIC**

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

- 6.1 Certificated Personnel Report
- 6.2 Classified Personnel Report
- 6.3 Approval of Minutes for: November 7<sup>th</sup> & 29, 2017
- 6.4 Approval of Warrants
- 6.5 Ratification of Contract with All West Coachlines – Transportation Services to Anaheim, CA for Lincoln High School
- 6.6 Ratification of Contract with Shady Creek Outdoor School and First Street Elementary School
- 6.7 Ratification of Contract with Pacific Environmental Education Center and Creekside Oaks Elementary School
- 6.8 Ratification of Agreement between Eastern Michigan University and WPUSD
- 6.9 Ratification on Contract with Jostens and Glen Edwards Middle School

*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 – Rebecca Luy
- Western Placer Teacher’s Association – Tara Jeane
- Western Placer Classified Employee Association – Mike Kimbrough
- Superintendent - Scott Leaman

9. **◆ACTION ◆DISCUSSION ◆INFORMATION**

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

9.1 Action **Page 80 – APPROVE 2017-2018 SINGLE PLANS FOR STUDENT**

**ACHIEVEMENT - Callahan** (17-18 G & O Component I, II, III, IV, V)

•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). Elementary ([click here](#)) Secondary ([click here](#))

9.2 Discussion/  
Action **Page 81 – CONSIDER APPROVING REVISED JOB DESCRIPTION  
FOR PARAPROFESSIONAL POSITION - Simon** (17-18 G & O  
Component I, II, III, IV, V)



## Regular Meeting of the Board of Trustees

December 5, 2017

### Agenda

- As a part of the ongoing review of District needs and job descriptions by the District, there exists a need to approve a revised job description for the Paraprofessional: Specialized Physical Health Care position which is a classified position.

**9.3 Action      Page 84 – REVIEW AND APPROVAL OF SCHOOL FACILITIES AGREEMENT WITHIN THE VILLAGE 5 SPECIFIC PLAN AREA**

**- Adell** (17-18 G & O Component I, II, III, IV, V)

- Due to the shortfall of revenue generated by Level 1 Statutory Developer Fees and the current inability to qualify to collect Level 2 Statutory Developer Fees through the School Facility Needs Analysis, the District is unable to fully fund the construction of new facilities within new developments.

**9.4 Action      Page 101 - DISTRICT VOTING REPRESENTATIVE - Leaman** (17-18 G & O Component I, II, III, IV, V)

- Placer County Office of Education requires a voting representative from each district to vote on the Placer County Committee. The district Board of Trustees is required to select one voting representative from the current Board of Trustees.

**9.5 Action      Page 103 - ADOPTION OF REVISED/NEW POLICIES/EXHIBITS/REGULATIONS – Leaman** (17-18 G & O Component I, II, III, IV, V)

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

- AR 4112.22 Staff Teaching English Learners
- BP/AR 5113 Absences and Excuses
- E 5145.6 Parental Notifications
- BP/AR 5148.2 Before/After School Programs

## 10. BOARD OF TRUSTEES

### 10.1 FUTURE AGENDA ITEMS

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

### 10.2 BOARD MEMBER REPORTS/COMMENTS

## 11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤**December 19, 2017 7:00 P.M.**, Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3<sup>rd</sup> Floor Conference Room

## 12. ADJOURNMENT

#### Accommodating Those Individuals with Special Needs:

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

Posted: 120117

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

# Western Placer Unified School District

## CLOSED SESSION AGENDA

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

Date: Tuesday, December 5, 2017

Time: 6:30 P.M.

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

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

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Bargaining Groups:

WPTA & CSEA Negotiations

Agency Negotiators:

Scott Leaman, Superintendent

Gabe Simon, Assistant Superintendent  
of Personnel Services

Audrey Kilpatrick, Assistant Superintendent  
Business and Operations

Kerry Callahan, Assistant Superintendent of  
Educational Services

**AGENDA ITEM AREA:**

Disclosure of action taken in  
closed session

**REQUESTED BY:**

Scott Leaman  
Superintendent

**ENCLOSURES:**

No

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

December 5, 2017

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

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

**ADMINISTRATION RECOMMENDATION:**

Administration recommends the board of trustees be updated on negotiations.

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

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

**SUBJECT:**  
CONFERENCE WITH REAL PROPERTY  
NEGOTIATORS

**AGENDA ITEM AREA:**  
Closed Session

**REQUESTED BY:**  
Scott Leaman, Superintendent

**ENCLOSURES:**  
No

**DEPARTMENT:**  
Administration

**FINANCIAL INPUT/SOURCE:**  
N/A

**MEETING DATE:**  
December 5, 2017

**ROLL CALL REQUIRED:**  
No

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**BACKGROUND:**

The Board of Trustee will disclose any action taken in closed session in regard the Lincoln Crossing South Site and Adjacent Property (APN(s): 327-010-014(9.4 acres), 327-010-012 (5.2 acres))

**RECOMMENDATION:**

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

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

CONFERENCE WITH LEGAL COUNSEL –  
EXISTING LITIGATION

**AGENDA ITEM AREA:**

Disclosure of Action Taken in  
Closed Session

**REQUESTED BY:**

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

**ENCLOSURES:**

No

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

December 5, 2017

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

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

**RECOMMENDATION:**

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

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

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

**DISTRICT GLOBAL GOALS**

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 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:**  
December 5, 2017

**ROLL CALL REQUIRED:**  
Yes

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**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.



**REORGANIZATION**

**OF**

**THE**

**BOARD OF**

**TRUSTEES**

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Elect a:

- President
- Vice President
- Clerk

**AGENDA ITEM AREA:**

Reorganization of the Board of Trustees

**REQUESTED BY:**

Scott Leaman  
District Superintendent

**ENCLOSURES:**

Board Bylaws 9100, 9121,  
9123

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

December 5, 2017

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

Board Bylaw 9100 states the Board of Trustees shall hold an annual organization meeting within the time limits prescribed bylaw. Action will be taken to elect the following:

- President of the Board of Trustees
- Vice President of the Board of Trustees
- Clerk of the Board of Trustees

**RECOMMENDATION:**

Administration recommends the Board of Trustees hold its annual organization meeting and elects a President, Vice President and Clerk from among its members.

## ORGANIZATION

### Annual Organizational Meeting

Each year, the Board of Trustees shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within a 15-day period beginning from the date upon which a Board member elected at that election takes office. During non-election years, the meeting shall be held within the same 15-day period on the calendar. (Education Code 35143)

The day and time of the annual meeting shall be selected by the Board at its regular meeting held immediately prior to the first day of the 15-day period. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the clerk of the Board, with the assistance of the Superintendent, shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its members
2. Appoint the Superintendent as secretary to the Board
3. Authorize signatures
4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters
5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates

*(cf. 9140 - Board Representatives)*

6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

*(cf. 9000 - Role of the Board)*

*(cf. 9005 - Governance Standards)*

*(cf. 9230 - Orientation)*

*(cf. 9240 - Board Development)*

*(cf. 9320 - Meetings and Notices)*

*(cf. 9323 - Meeting Conduct)*

## ORGANIZATION (continued)

### Election of Officers

The Board shall each year elect its entire slate of officers.

*(cf. 9224 – Oath or Affirmation)*

The election of Board officer shall be conducted during an open session of the annual organizational meeting.

#### *Legal Reference:*

##### EDUCATION CODE

5017 *Term of Office*

35143 *Annual organizational meeting date, and notice*

35145 *Public meetings*

##### GOVERNMENT CODE

54953 *Meetings to be open and public; attendance*

##### ATTORNEY GENERAL OPINIONS

68 *Ops. Cal. Atty. Gen. 65 (1985)*

59 *Ops. Cal. Atty. Gen. 619, 621-622 (1976)*

**PRESIDENT**

The Board of Trustees shall elect a president from among its members to provide leadership on behalf of the Board and the educational community it serves.

*(cf. 9000 - Role of the Board)*

*(cf. 9005 - Governance Standards)*

*(cf. 9100 - Organization)*

To ensure that Board meetings are conducted in an efficient, transparent, and orderly manner, the president shall:

1. Call such meetings of the Board as he/she may deem necessary, giving notice as required by law

*(cf. 9320 - Meetings and Notices)*

*(cf. 9321 - Closed Session Purposes and Agendas)*

2. Consult with the Superintendent or designee on the preparation of Board meeting agendas

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

3. Call the meeting to order at the appointed time and preside over the meeting
4. Announce the business to come before the Board in its proper order
5. Enforce the Board's bylaws related to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act
6. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference
7. Facilitate the Board's effective deliberation, ensuring that each Board member has an opportunity to participate in the deliberation and that the discussion remains focused
8. Rule on issues of parliamentary procedure
9. Put motions to a vote, and state clearly the results of the vote

*(cf. 9323 - Meeting Conduct)*

The president shall have the same rights as other members of the Board, including the right to discuss and vote on all matters before the Board.

The president shall perform other duties in accordance with law and Board policy including, but not limited to:

**PRESIDENT** (continued)

1. Signing all instruments, acts, orders, and resolutions necessary to comply with legal requirements and carry out the will of the Board
2. Working with the Superintendent or designee to ensure that Board members have necessary materials and information
3. Subject to Board approval, appointing and dissolving all committees

*(cf. 9130 - Board Committees)*

*(cf. 9320 - Meetings and Notices)*

*(cf. 9321 - Closed Session Purposes and Agendas)*

4. In conjunction with the Superintendent or designee, representing the district as the Board's spokesperson in conjunction with the media

*(cf. 1112 - Media Relations)*

5. Leading the Board's advocacy efforts to build support within the local community and at the state and national levels

The president may participate in the California School Boards Association Board President's Workshop and other professional development opportunities to enhance his/her leadership skills.

*(cf. 9240 - Board Training)*

When the president resigns or is absent, the vice president shall perform the president's duties. When both the president and vice president are absent, the clerk shall perform the president's duties.

*(cf. 9123 - Clerk)*

**PRESIDENT** (continued)

*Legal Reference:*

EDUCATION CODE

35022 *President of the board*

35143 *Annual organizational meetings; dates and notice*

GOVERNMENT CODE

54950-54963 *Ralph M. Brown Act*

*Management Resources:*

CSBA PUBLICATIONS

*Call to Order: A Blueprint for Great Board Meetings, 2015*

*Board Presidents' Handbook, revised 2002*

*CSBA Professional Governance Standards, 2000*

WEB SITES

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

**CLERK**

The Board of Trustees shall elect a clerk from its own membership at the annual organizational meeting. (Education Code 35143)

*(cf. 9100 - Organization)*

The duties of the clerk shall be to:

1. Certify or attest to actions taken by the Board when required
2. Maintain such other records or reports as required by law
3. Sign documents on behalf of district as directed by the Board.
4. Serve as presiding officer in the absence of the president and vice president

*(cf. 9121 - President)*

5. Notify Board members and members-elect of the date and time for the annual organizational meeting
6. Perform any other duties assigned by the Board

*Legal Reference:*

EDUCATION CODE

17593 Repair and supervision of property (duty of district clerk)  
35038 Appointment of clerk by county superintendent of schools  
35039 Dismissal of clerk  
35121 Appointment of clerk in certain city and high school districts  
35143 Annual organizational meetings  
35250 Duty to keep certain records and reports  
38113 Duty of clerk (re provision of school supplies)

GOVERNMENT CODE

54950-54963 Ralph M. Brown Act

*Management Resources:*

CSBA PUBLICATIONS

CSBA Professional Governance Standards, 2000  
Maximizing School Board Leadership: Boardsmanship, 1996

WEB SITES

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



**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:**

Appoint a Secretary to the  
Board of Trustees

**AGENDA ITEM AREA:**

Reorganization of the Board of  
Trustees

**REQUESTED BY:**

Board of Trustees

**ENCLOSURES:**

Board Bylaws 9122

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

December 5, 2017

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

Board Bylaw 9100 states the Board of Trustees shall hold an annual organization meeting within the time limits prescribed bylaw. Action will be taken to appoint a Secretary to the Board of Trustees. According to Board Bylaw 9122, the Superintendent shall act as Secretary of the Governing Board.

**RECOMMENDATION:**

Administration recommends the Board of Trustees appoint Superintendent Scott Leaman as Secretary of the Board.

SECRETARY

The Board of Trustees shall appoint the Superintendent to serve as secretary to the Board. The secretary to the Board shall be responsible for maintaining an accurate and complete record of all Board proceedings and shall:

1. Prepare, distribute and maintain the Board agenda  
*(cf. 9322 - Agenda/Meeting Materials)*
2. Record, distribute and maintain the Board minutes  
*(cf. 9324 - Minutes and Recordings)*
3. Maintain Board records and documents
4. Conduct official correspondence for the Board
5. As directed by the Board, sign and execute official papers
6. Perform other duties as assigned by the Board

*(cf. 2111 - Superintendent Governance Standards)*

*Legal Reference:*

EDUCATION CODE

35025 Secretary and bookkeeper

35143 Annual organizational meetings; dates and notice

35250 Duty to keep certain records and reports

GOVERNMENT CODE

54950-54963 Ralph M. Brown Act

*Management Resources:*

CSBA PUBLICATIONS

CSBA Professional Governance Standards, 2000

Maximizing School Board Leadership: Boardmanship, 1996

WEB SITES

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

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Authorization of Signatures

**AGENDA ITEM AREA:**

Reorganization of the Board of Trustees

**REQUESTED BY:**

Scott Leaman  
District Superintendent

**ENCLOSURES:**

No

**DEPARTMENT:**

Administration

**FINANCIAL INPUT:**

N/A

**MEETING DATE:**

December 5, 2017

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

Board Bylaw 9100 state the Board of Trustees shall hold an annual organization meeting within the time prescribed by law. As per Board Bylaw 9100, the Board of Trustees will authorize district officials as those who are authorized to sign district documents. Those officials are:

- Scott Leaman, District Superintendent
- Kerry Callahan, Assistant Superintendent of Educational Services
- Audrey Kilpatrick, Assistant Superintendent of Business & Operations
- Gabe Simon, Assistant Superintendent of Personnel Services
- Carrie Carlson, Director of Business Services

**ADMINISTRATION RECOMMENDATION:**

Administration recommends the Board of Trustees approve the above listed as authorized signers.

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Develop Meeting Schedules for:

- Board of Trustee Meetings of 2018
- 2018-19 Schedule for Site Presentations

**AGENDA ITEM AREA:**

Reorganization of the Board  
of Trustees

**REQUESTED BY:**

Scott Leaman  
Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

December 5, 2017

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

Board Bylaw 9100 states the Board of Trustees must annually develop a Schedule of regular meetings for the upcoming year, along with a two year schedule for site Presentations.

**RECOMMENDATION:**

Administration recommends the Board of Trustees adopt the 2018 Board of Trustee meeting schedule, and 2018-19 Site Presentations.

# BOARD OF TRUSTEE MEETING SCHEDULE FOR 2018

**The Board of Trustees Meet the First and Third Tuesday of each Month**

All Meetings begin at 7:00 p.m.

*First meeting of the month will be held at the WPUSD District Office/City Hall Building, 3rd Floor*

*Conference Room, the Second meeting of the month is usually designated to a school site.*

*on a every other month basis, see "Second Meeting of Month" schedule below*

<u><b>JANUARY</b></u> Tuesday, January 16, 2018	<u><b>JULY</b></u> NO FORMAL MEETINGS SCHEDULED FOR JULY (WORK STUDY SESSION AS NEEDED)
<u><b>FEBRUARY</b></u> Tuesday, February 6, 2018 Tuesday, February 20, 2018	<u><b>AUGUST</b></u> Tuesday, August 7, 2018 Tuesday, August 21, 2018
<u><b>MARCH</b></u> Tuesday, March 6, 2018 Tuesday, March 20, 2018	<u><b>SEPTEMBER</b></u> Tuesday, September 4, 2018 Tuesday, September 18, 2018
<u><b>APRIL</b></u> Tuesday, April 3, 2018 Tuesday, April 17, 2018	<u><b>OCTOBER</b></u> Tuesday, October 2, 2018 Tuesday, October 16, 2018
<u><b>MAY</b></u> Tuesday, May 1, 2018 Tuesday, May 15, 2018	<u><b>NOVEMBER</b></u> Tuesday, November 6, 2018 Tuesday, November 20, 2018 (Thanksgiving Week, Nov. 19-23)
<u><b>JUNE</b></u> Tuesday, June 5, 2018 Tuesday, June 19, 2018 (Public Hearing & Budget Adoption by 6/30/18)	<u><b>DECEMBER</b></u> Tuesday, December 4, 2018 Tuesday, December 18, 2018 (Winter Break, TBD)

Adopted: 12/5/17

h:\wpfiles\board\18calendar

# BOARD OF TRUSTEES SITE PRESENTATIONS

Site Meetings will contain:

PUPILS (board recognition of excellence selected by site)

PARENTS (board report from SBLT and/or parents)

PROGRAM (Focus on one program at the site)

## 2018-2019 School Year Meetings

(Meeting Locations subject to change due to district calendar)

DATES	LOCATION	SCHOOL REPORTING
January 16, 2018	Lincoln High School 790 J Street, Lincoln	Lincoln High School
February 20, 2018	Phoenix High School 870 J Street, Lincoln	Phoenix High School
March 20, 2018	Creekside Oaks Elementary School 2030 First Street, Lincoln	Creekside Oaks Elementary
May 15, 2018	Carlin C. Coppin School 150 East 12th Street, Lincoln	Carlin C. Coppin School
October 18, 2018	Twelve Bridges Middle School 770 Westview Drive, Lincoln	Twelve Bridges Middle School
November 15, 2018	Foskett Ranch Elementary 1561 Joiner Parkway, Lincoln	Foskett Ranch Elementary
January 15, 2019	Glen Edwards Middle School 204 L Street, Lincoln	Glen Edwards Middle School
March 19, 2019	Twelve Bridges Elementary 2450 Eastridge Drive, Lincoln	Twelve Bridges Elementary
May 21, 2019	First Street Elementary 1400 First Street, Lincoln	First Street Elementary
October 15, 2019	Lincoln Crossing Elementary 635 Groveland Lane, Lincoln	Lincoln Crossing Elementary
November 19, 2019	Sheridan Elementary 4730 H Street, Sheridan	Sheridan Elementary School

Adopted: 12/5/17

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

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**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Committee Assignments

**AGENDA ITEM AREA:**

Reorganization of the Board of Trustees

**REQUESTED BY:**

Scott Leaman,  
Superintendent

**ENCLOSURES:**

No

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

December 5, 2017

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

Board of Trustees will assign following committee assignments.

- Education Foundation (2)
- Farm Foundation (2)
- Wellness Committee (1)
- Board Policy (1)
- School Committee (Collaborative Planning Group) (2)

**RECOMMENDATION:**

Administration recommends the Board of Trustees accept committee assignments.

**CONSENT**

**AGENDA**

**ITEMS**



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

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**SUBJECT:**

Certificated Personnel Report

**AGENDA ITEM AREA:**

Consent Agenda

**REQUESTED BY:**

Gabe Simon  
Assistant Superintendent of Personnel Services

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

Categorical/General

**MEETING DATE:**

December 5, 2017

**ROLL CALL REQUIRED:**

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**BACKGROUND:**

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

**RECOMMENDATION:**

Administration recommends ratification of the certificated personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
PERSONNEL REPORT**

**December 5, 2017**

**CERTIFICATED/MANAGEMENT**

**RESIGNATION:**

1.     **Name:**                     Tiffany McEntire  
       **Position:**             District School Nurse  
       **FTE:**                     1.0  
       **Effective Date:**       December 21, 2017  
       **Site:**                   District Office

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

<b>MISSION STATEMENT:</b> Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
<b>DISTRICT GLOBAL GOALS</b>
<ol style="list-style-type: none"><li>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</li><li>2. Foster a safe, caring environment where individual differences are valued and respected.</li><li>3. Provide facilities for all district programs and functions that are suitable in terms of function, space, cleanliness and attractiveness.</li><li>4. Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.</li><li>5. Promote student health and nutrition in order to enhance readiness for learning.</li></ol>

**SUBJECT:**  
Classified Personnel Report

**AGENDA ITEM AREA:**  
Consent Agenda

**REQUESTED BY:** GS  
Gabriel Simon  
Assistant Superintendent of Personnel Services

**ENCLOSURES:**  
Yes

**DEPARTMENT:**  
Personnel

**FINANCIAL INPUT/SOURCE:**  
General Fund/Categorical

**MEETING DATE:**  
December 5, 2017

**ROLL CALL REQUIRED:**

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**BACKGROUND:**

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

**RECOMMENDATION:**

Administration recommends ratification of the classified personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
PERSONNEL REPORT**

**December 5, 2017**

**CLASSIFIED/MANAGEMENT**

**NEW HIRES:**

<b>1. Name:</b> Amy Kuehl <b>Position:</b> Food Service Assistant <b>Salary:</b> CSEA, Range 12, Step A <b>Hours:</b> 2.5 Hours/5 Days a week <b>Days:</b> 10 Months/Year	<b>Effective:</b> 12/1/17 <b>Site:</b> Glen Edwards Middle <b>Replacement</b>
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**ADDITIONAL POSITION:**

<b>1. Name:</b> Rochelle Christopherson <b>Position:</b> Paraprofessional Aide <b>Hours:</b> 45 Minutes/3 Days a week <b>Days:</b> 10 Months/Year	<b>Effective:</b> 11/7/17 <b>Site:</b> Lincoln Crossing Elementary
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**PROMOTION/SITE TRANSFER:**

<b>1. Name:</b> Denise Clary <b>Position:</b> Campus/Cafeteria Supervisor <b>Hours:</b> 1.34 Hours/5 Days a week <b>Days:</b> 10 Months/Year	<b>Effective:</b> 11/13/17 <b>Site:</b> Carlin C. Coppin Elementary
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**RETIREMENTS:**

<b>1. Name:</b> Kathy Culverson <b>Position:</b> Campus/Cafeteria Supervisor <b>Site:</b> Foskett Ranch Elementary <b>Hours:</b> 1.5 Hours/5 Days a week <b>Effective:</b> 11/14/17
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**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEE MEETING FACT SHEET**

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

**SUBJECT:**

Approval of Minutes:

- November 7, & 29, 2017 Regular Board of Trustee Meetings

**AGENDA ITEM AREA:**

CONSENT AGENDA

**REQUESTED BY:**

Scott Leaman,  
Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

December 5, 2017

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

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

- November 5, & 29, 2017 Regular Board of Trustee Meetings

**RECOMMENDATION:**

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

# Western Placer Unified School District

Regular Meeting of the Board of Trustees

**November 7, 2017**

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

## MINUTES

**2017-2018 Goals & Objectives (G & O) for the Management Team:** Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

### Board Members Present:

Paul Carras, President  
Paul Long, Vice President  
Damian Armitage, Member  
Kris Wyatt, Member

### Board Members Absent:

Brian Haley, Clerk

### Others Present:

Scott Leaman, Superintendent  
Kerry Callahan, Assistant Superintendent of Educational Services  
Gabe Simon, Assistant Superintendent of Personnel Services  
Rosemary Knutson, Secretary to the Superintendent  
Kathleen Leehane, Director of Supplemental Programs & Accountability  
Mike Adell, Director of Facilities  
Chuck Whitecotton, Phoenix High Principal  
Rebecca Luy, Student Advisory  
Mackenzie Myers, Lincoln News Messenger

### 6:15 P.M. START

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. - 3<sup>rd</sup> Floor Conference Room
2. **COMMUNICATION FROM THE PUBLIC**  
No communication from the public

### 6:20 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4<sup>th</sup> Floor Overlook Room
  - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**  
Bargaining groups: WPTA & CSEA Negotiations

Minutes

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Agency Negotiators:

~Scott Leaman, Superintendent

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

~Kerry Callahan, Assistant Superintendent of Educational Services

**3.2 CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)

**3.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

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

**3.4 PERSONNEL**

Public Employee Employment/Discipline/Dismissal/Release

*Roll call vote:*

**3.5 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**

Student Discipline/Expulsion - Student Expulsion #17-18-A

**7:00 P.M.**

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

**4.1 Page 9 - CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

~Kerry Callahan, Assistant Superintendent of Educational Services

No action taken

**4.2 Page 10 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)

No action taken

**4.3 Page 11 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

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

No action taken

Minutes

4.4 **Page 12 - PERSONNEL**

Public Employee Employment/Discipline/Dismissal/Release

No action taken

4.5 **Page 13 - STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**

Student Discipline/Expulsion - Student Expulsion #17-18-A

Mr. Long reported the board took action to approve the Stipulated Expulsion for Student #17-18-A. It was a 4-0 (*Ayes: Armitage, Carras, Long, Wyatt No: None*) vote.

5. **Page 15-165 - CONSENT AGENDA**

- 5.1 Certificated Personnel Report
- 5.2 Classified Personnel Report
- 5.3 Approval of Minutes for: October 3<sup>rd</sup> & 17<sup>th</sup>, 2017
- 5.4 Approval of Warrants
- 5.5 Ratification of Contract – Belfor USA Group and WPUSD
- 5.6 Ratification of Contract – Gold Country Media and WPUSD
- 5.7 Report of Disclosure Requirements for Quarterly Reports of Investments
- 5.8 Ratification of Contract with All West Coachlines – Transportation Services to Exploratorium for First Street School
- 5.9 Ratification of Agreement with Excel Photographers and WPUSD
- 5.10 Ratification of Contract with Balfour and Lincoln Crossing Elementary School
- 5.11 Ratification of Contract with Respondus for LockDown Browser in 2017-2018
- 5.12 Overnight Field Trip/Out of State Travel
- 5.13 Ratify Agreement for Financial and Performance Audit Services of Measure N General Obligation Bonds – Crowe Horwath, LLP
- 5.14 Ratification of Agreement between Grand Canyon University and the WPUSD
- 5.15 Disposal of Surplus Items
- 5.16 Acceptance of Synthetic Turf Field Improvements Project at Lincoln High School and Approval of Notice of completion
- 5.17 Acceptance of Lincoln High School New Classroom Building Addition and Modernization Project and Approval of Notice of Completion
- 5.18 Acceptance of Lincoln High School Farm Improvements Project and Approval of Notice of Completion

Motion by Mrs. Wyatt, seconded by Mr. Armitage, and passed by a 4-0 (*Ayes: Wyatt, Armitage, Long, Carras No: None*) roll call vote to approve consent agenda as presented.

6. **COMMUNICATION FROM THE PUBLIC**

There was no communication from the public.

7. **REPORTS & COMMUNICATION**

► Lincoln High School Student Advisory – Rebecca Luy reported the following:

- Home coming week was a success



November 7, 2017

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- Night of the Living Dead is playing, there was a great outcome
  - Seniors are ordering graduation caps and gowns
  - LHS had a Halloween costume contest
  - Seniors will be going to Disneyland this year
  - Seniors Night was last night
  - Football update, KCRA was present at the game along with the End Radio Station
  - Golf Update
  - Soccer tryout started yesterday
  - Volleyball update
- Western Placer Teacher's Association, Tara Jeane – Tim Allen was present for WPTA and had no report.
- Western Placer Classified Employee Association, Mike Kimbrough was not present
- Superintendent, Scott Leaman reported the following:
- No board meeting on November 21<sup>st</sup>, next meeting will be December 5<sup>th</sup>
  - Dedication reminder, the Farm is Thursday, the 9<sup>th</sup>, and will be inside the shop
  - LHS dedication is scheduled for Monday the 13<sup>th</sup> in the LHS parking lot
  - Mariner Ranch dedication will be Wednesday, the 29<sup>th</sup> at the district office, in the first floor conference room
  - District Office hours for Winter Break will be 10:00 to 2:00

## 8. ♦ ACTION ♦ DISCUSSION ♦ INFORMATION

8.1 Information Page 167 – 2016-2017 SMARTER BALANCED ASSESSMENT(SBAC) RESULTS – Leehane (17-18 G & O Component I, II, III, IV, V)

- We have received and analyzed our 2016-2017 SBAC results in English Language Arts and Math for grades 3-8 and 11. A summary and analysis of the results will be presented during the board meeting.

Kathleen Leehane presented a smarter balance presentation. She reviewed English and Math charts and graphs show testing results.

8.2 Action Page 168 – SUNSHINE FOR NEGOTIATIONS REGARDING THECOLLECTIVE BARGAINING AGREEMENT BETWEENWESTERN PLACER UNIFIED SCHOOL DISTRICT AND THEWESTERN PLACER TEACHERS'S ASSOCIATION – Simon (17-18

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

- Pursuant to Government Code section 3547, all proposals of the recognized employee groups and of the District must be presented at a public meeting of the District.

Gabe Simon presented the sunshine for negotiating the collective bargaining between Western Placer Unified School District and Western Placer Teacher's Association for approval. Motion by Mr. Long, seconded by Mr. Armitage, and passed by a 4-0 (*Ayes: Armitage, Carras, Long, Wyatt* *No: None*) vote to approve Sunshine for Negotiations regarding the Collective Bargaining Agreement between Western Placer Unified School District and the Western Placer Teacher's Association.

November 7, 2017

Minutes

- 8.3 Discussion/ Action **Page 174 – CONSIDER APPROVING RESOLUTION NO. 17/18.9, AUTHORIZING THE ELIMINATION AND/OR REDUCTION OF CERTAIN CLASSIFIED EMPLOYEE POSITIONS DUE TO LACK OF WORK/LACK OF FUNDS** – Simon (17-18 G & O Component I, II, III, IV, V)

•Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No. 17/18.9.

Gabe Simon presented a Resolution for approval. Motion by Mr. Armitage, seconded by Mrs. Wyatt, and passed by a 4-0 (*Ayes: Armitage, Long, Wyatt, Carras No: None*) roll call vote to approve Resolution No. 17/18.9, Authorizing the Elimination and/or Reduction of Certain Classified Employee Positions Due to Lack of Work/Lack of Funds.

- 8.4 Action **Page 177 – ESTABLISH ANNUAL ORGANIZATIONAL MEETING** – Leaman (17-18 G & O Component I, II, III, IV, V)

•Education Code 35143 and 5017 require the scheduling of an annual organizational meeting in December for selecting board officers. Placer County Office of Education request we take board action on the scheduling of the annual organizational meeting and submit to PCOE

Mr. Leaman presented the request from PCOE to establish the annual organizational meeting. Motion by Mrs. Wyatt, seconded by Mr. Armitage, and passed by a 4-0 (*Ayes: Armitage, Carras, Long, Wyatt No: None*) vote to establish the organizational meeting on December 5, 2017.

- 8.5 Action **Page 179 - ADOPTION OF REVISED/NEW POLICIES/EXHIBITS/REGULATIONS** – Leaman (17-18 G & O Component I, II, III, IV, V)

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

- BP/AR 5141.52 Suicide Prevention

Motion by Mrs. Wyatt, seconded by Mr. Armitage and passed by a 4-0 vote to approve the revised policies as presented.

## 9. BOARD OF TRUSTEES

### 9.1 FUTURE AGENDA ITEMS

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

### 9.2 BOARD MEMBER REPORTS/COMMENTS

**Mr. Long** tomorrow is the education foundation meeting, and will be working on approving grant money, it will be a good meeting. Two weeks ago he lectured in a history class at LHS, it was lots of fun.

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Mrs. Wyatt Del Oro and Lincoln will be playing on Thursday night. Next Tuesday night the City Council will present a second reading for the Social Host Ordinance. Working on bringing the "S" word movie here, it's based on Suicide. She shared the zoo section has been awesome at the football games. Attended a Wellness committee today.

Mr. Armitage attended the Night of the Living Dead play at LHS, it was very good.

Mr. Carras had no report

**10. ESTABLISHMENT OF NEXT MEETING(S)**

The President will establish the following meeting(s):

➤ **December 5, 2017 - 7:00 P.M.**, Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3<sup>rd</sup> Floor Conference Room

➤ **December 19, 2017 7:00 P.M.**, Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3<sup>rd</sup> Floor Conference Room

**11. ADJOURNMENT**

There being no further business, the meeting was adjourned at 7:58 p.m.

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Paul Carras, President

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Brian Haley, Clerk

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Scott Leaman, Superintendent

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Rosemary Knutson, Secretary to the Superintendent

**Adopted:**

**Ayes:**

**Noes:**

**Absent:**

**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.

# Western Placer Unified School District

## Special Board Meeting of the Board of Trustees

**November 29, 2017**

WPUSD District Office/City Hall Building – 4th Floor Overlook Room  
600 Sixth Street, Lincoln, CA 95648

### MINUTES

**2017-2018 Goals & Objectives (G & O) for the Management Team:** Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

#### Board Members Present:

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

#### Others Present:

Scott Leaman, Superintendent  
Kerry Callahan, Assistant Superintendent of Educational Services  
Gabe Simon, Assistant Superintendent of Personnel Services  
Rosemary Knutson, Secretary to the Superintendent

#### 4:30 P.M. START

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE** – WPUSD District Office/City Hall Bldg. – 4<sup>th</sup> Floor Overlook Room
2. **COMMUNICATION FROM THE PUBLIC**  
No communication from the public

#### 3. **◆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.

##### 3.1 Action

##### Page 3 – APPROVE SUBMISSION OF CTE FACILITIES

PROGRAM GRANT APPLICATIONS – Kilpatrick/Callahan (17-18 G & O Component I, II, III, IV, V)

• Proposition 51 includes \$500 million to construct/modernize Career Technical Education (CTE) facilities as well as purchase equipment on comprehensive high school sites, On August 23, Education Facilities Program (CTEFP) funding cycle.

Audrey Kilpatrick presented three CTEFP grant applications for submission approval. She reviewed the purpose of the grants. They will be used for Biotechnology, and Design, Visual and Media Arts Pathway and Information Support Services all to be housed at the new high school in the Twelve Bridges area. Asking for 3 million dollar for each grant, which 40 a

November 7, 2017

Minutes

total of 9 million dollars, there will be matching funds contributed from the school district. Audrey Kilpatrick also shared these funds will also help fund the cost of equipment for the programs, it will pay for facilities and equipment.

Mr. Leaman shared the purpose for this special board meeting was requested due to the timeline of the grant application process. Motion by Mr. Armitage, seconded by Mrs. Wyatt, and passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Wyatt No: None*) vote to approve submission of CTE Facilities Program Grant Applications.

**4. ESTABLISHMENT OF NEXT MEETING(S)**

The President will establish the following meeting(s):

➤December 5, 2017 - 7:00 P.M., Annual Organizational Meeting of the Board of Trustees – District Office/City Hall Bldg., 3<sup>rd</sup> Floor Conference Room

➤December 19, 2017 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3<sup>rd</sup> Floor Conference Room

**5. ADJOURNMENT**

There being no further business, the meeting was adjourned at 4:40 p.m.

---

Paul Carras, President

---

Brian Haley, Clerk

---

Scott Leaman, Superintendent

---

Rosemary Knutson, Secretary to the Superintendent

**Adopted:**

**Ayes:**

**Noes:**

**Absent:**

**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.

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Approval of Warrants

**AGENDA ITEM AREA:**

Consent Agenda

**REQUESTED BY:**

Audrey Kilpatrick  
Assistant Superintendent of  
Business and Operations

**ENCLOSURES:**

Warrants may be found at  
[www.wpusd.k12.ca.us](http://www.wpusd.k12.ca.us)

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

December 5, 2017

**ROLL CALL REQUIRED:**

N/A

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**BACKGROUND:**

The Board of Trustees will consider approval of warrants paid since the November 7, 2017 board meeting.

**RECOMMENDATION:**

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

## Checks Dated 11/22/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85590040	11/22/2017	ABLE NET INC.	01-4300		200.56
85590041	11/22/2017	APPLE INC.	01-4390		1,526.74
85590042	11/22/2017	CDW GOVERNMENT INC	01-4300	7,851.76	
			01-4400	1,644.10	
			21-4300	851.57	10,347.43
85590043	11/22/2017	COLLEGE & CAREER PUBLISHING	11-4300		65.00
85590044	11/22/2017	CPI - CRISIS PREVENTION INSTITUTE	01-4300		1,716.00
85590045	11/22/2017	FOLLETT SCHOOL SOLUTIONS, INC.	01-4100		1,884.92
85590046	11/22/2017	LD PRODUCTS	01-4300	253.00	
			01-4390	85.76	338.76
85590047	11/22/2017	PCOE - PLACER CO OFFICE OF ED	01-5200		300.00
85590048	11/22/2017	SCREENING FOR MENTAL	01-4300		495.00
85590049	11/22/2017	Misty M. Lacey Alarcon	01-4300		150.48
85590050	11/22/2017	Kristie R. Moore	01-4300		80.00
85590051	11/22/2017	Philip W. Otte	01-5800		119.99
85590052	11/22/2017	Heather A. Pierce	01-5200		140.53
85590053	11/22/2017	Karen A. Roberts	01-4300		7.34
85590054	11/22/2017	B&H PHOTO VIDEO	01-4300	73.52	
			Unpaid Tax	4.97-	68.55
85590055	11/22/2017	BALFOUR	01-4300		1,747.10
85590056	11/22/2017	BARNES & NOBLE BOOKSTORES	01-4300		178.22
85590057	11/22/2017	BELIEVE KIDS FUNDRAISING	01-4300		3,710.40
85590058	11/22/2017	BRITE VISUAL PRODUCTS, INC	01-4300		373.67
85590059	11/22/2017	CDW GOVERNMENT INC	01-4400		2,088.65
85590060	11/22/2017	CHALLENGE WORKS INC	01-5800		1,000.00
85590061	11/22/2017	COAST TO COAST COMPUTER PRODUCTS	01-4300		211.24
85590062	11/22/2017	DICK BLICK COMPANY	01-4300		63.81
85590063	11/22/2017	DISCOUNT DANCE LLC	01-4300		511.54
85590064	11/22/2017	FLORA FRESH, INC.	01-4300		509.97
85590065	11/22/2017	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		405.77
85590066	11/22/2017	JUPITER ED, INC.	01-5800		149.85
85590067	11/22/2017	NASCO MODESTO	01-4300		1,799.75
85590068	11/22/2017	ORIENTAL TRADING COMPANY INC	01-4300	235.93	
			Unpaid Tax	14.06-	221.87
85590069	11/22/2017	PLACER FARM SUPPLY	01-4300		16.29
85590070	11/22/2017	REALLY GOOD STUFF	01-4300	48.26	
			Unpaid Tax	3.27-	44.99
85590071	11/22/2017	REDI-MAT COMPANY, INC.	01-4300		1,295.74
85590072	11/22/2017	ROCKLER WOODWORKING & HARDWARE	01-4300	1,831.76	
			01-4400	599.54	2,431.30
85590073	11/22/2017	SAFEWAY INC	01-4300		163.38
85590074	11/22/2017	SAMI'S CIRCUIT	01-5800		2,500.00

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

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**Checks Dated 11/22/2017**

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85590075	11/22/2017	SOCIAL THINKING PUBLISHING	01-4300		98.91
85590076	11/22/2017	TORMACH INC.	01-4300	1,299.35	
			01-4400	6,327.75	
			01-6400	5,308.87	12,935.97
85590077	11/22/2017	WAVE Cable TV	01-4300		20.06
Total Number of Checks			38		<u>49,919.78</u>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	General Fund	37	49,025.51
11	Adult Education Fund	1	65.00
21	Building Fund #1	1	851.57
Total Number of Checks		38	49,942.08
Less Unpaid Tax Liability			22.30-
Net (Check Amount)			<u>49,919.78</u>

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

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## Checks Dated 11/17/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85589014	11/17/2017	Abigail C. Castillo	01-4300	15.99	
			01-5200	125.73	141.72
85589015	11/17/2017	Ashlie A. Snider	01-5200		202.23
85589016	11/17/2017	CROWN DISTRIBUTING INC.	13-4380		1,748.72
85589017	11/17/2017	DANIELSEN COMPANY	13-4380	114.54	
			13-4710	1,602.19	
			Unpaid Tax	7.74-	1,708.99
85589018	11/17/2017	GOLD STAR FOODS, INC	13-4710		9,986.75
85589019	11/17/2017	PRODUCERS DAIRY FOODS, INC.	13-4710		2,872.32
85589020	11/17/2017	PROPACIFIC FRESH	13-4380	31.41	
			13-4710	1,791.54	1,822.95
85589021	11/17/2017	UNIFIRST CORPORATION	13-5800		192.25
85589022	11/17/2017	ENVIRONMENTAL HEALTH SERVICES	13-4300		96.00
85589023	11/17/2017	Bahareh S. Lazemizadeh	01-5800		42.46
85589024	11/17/2017	Sharon A. Leon	01-5800		42.46
85589025	11/17/2017	49ER WATER SERVICES	01-5800		615.00
85589026	11/17/2017	ADI HONEYWELL INTERNATIONAL	01-4300		81.95
85589027	11/17/2017	ANGELINA BROWN - DBA ANGEION CONSULTING	01-5800		2,500.00
85589028	11/17/2017	AT&T	01-5560		4,746.08
85589029	11/17/2017	CDW GOVERNMENT INC	01-4300		2,028.59
85589030	11/17/2017	CHRISTOPHER FREEMAN - DBA POWER PROTECTION PLUS	01-5600		388.00
85589031	11/17/2017	CITY OF LINCOLN	01-5540	6,806.28	
			01-5550	10,419.40	
			01-5570	36,899.95	54,125.63
85589032	11/17/2017	CLIMATE CONTROL INC	01-5600	33.45	
			01-5800	1,598.00	1,631.45
85589033	11/17/2017	DIESEL EMISSIONS SERVICE	01-5600		377.15
85589034	11/17/2017	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		1,457.70
85589035	11/17/2017	DSA - DIVISION OF THE STATE ARCHITECT	21-6220		138,750.00
85589036	11/17/2017	DSA - DIVISION OF THE STATE ARCHITECT	21-6220		500.00
85589037	11/17/2017	DTSC DEPARTMENT OF TOXIC	21-5800		13,845.00
85589038	11/17/2017	E-CONOLIGHT LLC	01-4300		839.72
85589039	11/17/2017	ECORP CONSULTING INC	21-6140		4,535.92
85589040	11/17/2017	FAR WEST RENTS & READY MIX	01-5600		70.00
85589041	11/17/2017	FLINT BUILDERS, INC.	21-6270		30,772.00
85589042	11/17/2017	GRAINGER	01-4300		1,498.24
85589043	11/17/2017	GROUND CONTROL SYSTEMS	21-4300	1,559.42	
			21-5800	350.00	1,909.42
85589044	11/17/2017	HD SUPPLY FACILITIES MAINTENANCE, LTD.	01-4300		1,044.82
85589045	11/17/2017	HILLYARD / SACRAMENTO	01-4300		420.52
85589046	11/17/2017	INDUSTRIAL PLUMBING SUPPLY	01-4300		939.51

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Checks Dated 11/17/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85589047	11/17/2017	INTEGRATED FIRE SYSTEMS INC	01-5600		342.50
85589048	11/17/2017	LOWE'S	01-4300		1,428.33
85589049	11/17/2017	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-5800		750.00
85589050	11/17/2017	LOZANO SMITH LLP	01-5800	1,313.33	
			01-5810	6,000.84	7,314.17
85589051	11/17/2017	NOR-CAL ROOFING INC	01-5600		1,330.00
85589052	11/17/2017	PLACEWORKS INC	21-5800		3,425.00
85589053	11/17/2017	RAY MORGAN CO. / CHICO	01-5600		19.28
85589054	11/17/2017	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-4300	1,897.74	
			01-5600	838.70	2,736.44
85589055	11/17/2017	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		1,456.56
85589056	11/17/2017	RIEBES AUTO PARTS	01-4365		1,249.61
85589057	11/17/2017	ROY R. RADTKE - DBA APPROVED SAFE & LOCK	01-4300		131.61
85589058	11/17/2017	SAC VAL JANITORIAL SALES	01-4300		1,845.99
85589059	11/17/2017	SIERRA OFFICE SUPPLIES &	01-4300		264.19
85589060	11/17/2017	SITEONE LANDSCAPE SUPPLY	01-4300		2,431.79
85589061	11/17/2017	SPURR	01-5530		2,967.94
85589062	11/17/2017	STATE OF CALIF DEPT OF REHAB	11-8290		23,360.00
85589063	11/17/2017	STATE OF CALIFORNIA - DOJ	01-5821		196.00
85589064	11/17/2017	SUTTER CARE AT HOME	01-5800		1,532.00
85589065	11/17/2017	SUTTER MEDICAL FOUNDATION	01-5800		142.00
85589066	11/17/2017	US BANK CORP TRUST SERVICE	49-5800		800.00
85589067	11/17/2017	WESTERN PLACER WASTE	01-5540		31.50
85589068	11/17/2017	WILCO SUPPLY	01-4300		676.21
85589069	11/17/2017	Stephanie A. Cassidy	01-4300		77.03
85589070	11/17/2017	Karina A. Kappmeyer-Sofia	01-4300		56.31
85589071	11/17/2017	Jennifer D. Nelson	01-4300		54.60
85589072	11/17/2017	Philip W. Otte	01-5800		49.99
85589073	11/17/2017	Reno P. Penders	01-4300		31.71
85589074	11/17/2017	Lori Reitman	01-4300		65.87
85589075	11/17/2017	Rebecca L. Simko	01-4300		64.95
85589076	11/17/2017	ACADEMIC PLANNERS PLUS	01-4300		2,231.66
85589077	11/17/2017	AIRGAS	01-4300		83.31
85589078	11/17/2017	ANATOMICAL WORLDWIDE LLC	01-4300	450.45	
			Unpaid Tax	30.45-	420.00
85589079	11/17/2017	ATHLETICS UNLIMITED	01-4300		829.47
85589080	11/17/2017	B&H PHOTO VIDEO	01-4300	1,176.12	
			01-4400	3,320.40	
			Unpaid Tax	303.97-	4,192.55
85589081	11/17/2017	BLICK ART MATERIALS	01-4300		138.87
85589082	11/17/2017	CANYON CREEK SOFTWARE	01-5800		254.00
85589083	11/17/2017	CARRIE PEREIRA DBA - STARSTRUCK SHOWCASE	01-5800		3,700.00

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## Checks Dated 11/17/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85589084	11/17/2017	CDW GOVERNMENT INC	01-4300	6,330.42	
			01-4400	3,489.13	9,819.55
85589085	11/17/2017	CITY OF ROSEVILLE DBA: MAIDU INTERPRETIVE CENTER	01-5800		600.00
85589086	11/17/2017	COAST TO COAST COMPUTER PRODUCTS	01-4300		441.66
85589087	11/17/2017	DEL ORO HIGH SCHOOL	01-4300		117.00
85589088	11/17/2017	EASTBAY INC.	01-4400		4,298.36
85589089	11/17/2017	EdTECH TEAM INC.	01-5200		2,790.00
85589090	11/17/2017	EVAN-MOOR EDUCATIONAL	01-4300		468.09
85589091	11/17/2017	FLORAL RESOURCES SACRAMENTO	01-4300		66.07
85589092	11/17/2017	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200		189.71
85589093	11/17/2017	INVINCIBLE ENTERPRISES	01-5800		200.00
85589094	11/17/2017	JUPITER ED, INC.	01-5800		2,100.00
85589095	11/17/2017	KAYMBU INC	01-4300		198.65
85589096	11/17/2017	KRISTON L TAGUE - DBA TAGUE BAND INSTRUMENT SERVICES	01-5600		550.75
85589097	11/17/2017	LAKESHORE LEARNING MATERIALS	01-4300		149.27
85589098	11/17/2017	LAMINATION DEPOT	01-4300		306.10
85589099	11/17/2017	LOWE'S	01-4300		75.74
85589100	11/17/2017	MONOPRICE INC	01-4300		213.51
85589101	11/17/2017	NORTH STATE SCREENPRINT & ATHLETIC	01-4300		144.38
85589102	11/17/2017	OFFICE DEPOT	01-4300		183.44
85589103	11/17/2017	PITNEY BOWES INC	01-5600		273.46
85589104	11/17/2017	RAY MORGAN CO. / CHICO	01-5600		367.42
85589105	11/17/2017	REALLY GOOD STUFF	01-4300	279.22	
			Unpaid Tax	17.06-	262.16
85589106	11/17/2017	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-4300		135.00
85589107	11/17/2017	REGENTS OF UC DAVIS OFFICE	01-5800		12,000.00
85589108	11/17/2017	RIEBES AUTO PARTS	01-4300		462.54
85589109	11/17/2017	SACRAMENTO CO OFFICE OF ED.	01-5800		750.00
85589110	11/17/2017	SCHOLASTIC BOOK FAIRS - 13	01-4300		4,934.65
85589111	11/17/2017	SCOTT MACHINERY	01-4400		1,930.50
85589112	11/17/2017	SEW CAL MONOGRAMMING	01-4300		1,335.26
85589113	11/17/2017	SIERRA OFFICE SUPPLIES &	01-4300		273.22
85589114	11/17/2017	STAPLES BUSINESS ADVANTAGE	01-4300	7,038.19	
			25-4300	79.57	7,117.76
85589115	11/17/2017	TEACHERS PAY TEACHERS DEPT. 6759	01-4300	136.83	
			Unpaid Tax	8.85-	127.98
85589116	11/17/2017	TOLEDO P.E. SUPPLY	01-4300	158.65	
			01-4400	508.13	
			Unpaid Tax	39.23-	627.55
85589117	11/17/2017	Clelia Jocoy	01-4300		98.43

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

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**Checks Dated 11/17/2017**

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85589118	11/17/2017	EDUCATIONAL DATA SYSTEMS ATTENTION: ACCOUNTING DEPT.	01-4300		266.56
85589119	11/17/2017	KINKO'S INC. FEDEX ACCOUNT# 0579238461 0001	01-4300		4,631.39
85589120	11/17/2017	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		336.00
85589121	11/17/2017	TIME FOR KIDS	01-4100		623.70
Total Number of Checks			108		<u>408,080.85</u>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	General Fund	92	172,075.52
11	Adult Education Fund	1	23,360.00
13	Cafeteria Fund	7	18,435.72
21	Building Fund #1	7	193,737.34
25	Capital Facilities Fund	1	79.57
49	Mello Roos Capital Projects	1	800.00
Total Number of Checks		108	408,488.15
Less Unpaid Tax Liability			<u>407.30-</u>
Net (Check Amount)			<u>408,080.85</u>

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

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## Checks Dated 11/08/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85587208	11/08/2017	DANIELSEN COMPANY	13-4380	72.73	
			13-4710	1,910.94	
			Unpaid Tax	3.88-	1,979.79
85587209	11/08/2017	GOLD STAR FOODS, INC	13-4710		9,339.94
85587210	11/08/2017	PRODUCERS DAIRY FOODS, INC.	13-4710		2,835.86
85587211	11/08/2017	PROPACIFIC FRESH	13-4380	62.82	
			13-4710	2,757.54	2,820.36
85587212	11/08/2017	SAFEWAY INC	01-4300		509.25
85587213	11/08/2017	UNIFIRST CORPORATION	13-5800		192.25
85587214	11/08/2017	WPUSD PETTY CASH FUND	01-4300	436.00	
			01-5800	402.50	
			13-4300	416.30	
			13-8634	32.00	
			13-9340	1,336.00	2,622.80
85587215	11/08/2017	Jennifer T. Beggerly	01-5200		157.51
85587216	11/08/2017	Kerry W. Beltram	01-5200		16.75
85587217	11/08/2017	Lori J. Fury	01-5200		67.31
85587218	11/08/2017	ADVANCE SOUND & ELECTRIC INC	01-4400	5,704.45	
			01-5600	679.54	6,383.99
85587219	11/08/2017	ADVANCED INTEGRATED PEST	01-5800		1,296.00
85587220	11/08/2017	AMERICAN EAGLE ENT.	01-5800		5,310.00
85587221	11/08/2017	ARROW DRILLERS, INC.	01-5600		5,000.00
85587222	11/08/2017	BUS WEST - FRESNO	01-4365		157.05
85587223	11/08/2017	CAPITOL CLUTCH AND BRAKE INC	01-4365		191.12
85587224	11/08/2017	CLIMATE CONTROL INC	01-5600	280.00	
			35-6200	23,125.00	23,405.00
85587225	11/08/2017	DAWSON OIL COMPANY	01-4345		5,022.06
85587226	11/08/2017	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		183.40
85587227	11/08/2017	E-CONOLIGHT LLC	01-4300		285.29
85587228	11/08/2017	ECORP CONSULTING INC	21-6140		3,875.00
85587229	11/08/2017	GCR TIRES & SERVICE	01-4360		1,314.65
85587230	11/08/2017	GEARY PACIFIC SUPPLY	01-4300		14.91
85587231	11/08/2017	GRAINGER .	01-4300		145.11
85587232	11/08/2017	HD SUPPLY FACILITIES MAINTENANCE, LTD.	01-4300		24.08
85587233	11/08/2017	HILLYARD / SACRAMENTO	01-4300		1,216.32
85587234	11/08/2017	INDUSTRIAL PLUMBING SUPPLY	01-4300		379.04
85587235	11/08/2017	JIVE COMMUNICATIONS, INC.	01-5560		608.15
85587236	11/08/2017	LOZANO SMITH LLP	01-5810	3,373.00	
			21-5810	2,902.00	
			25-5810	54.00	6,329.00
85587237	11/08/2017	NAVIA BENEFIT SOLUTIONS	01-5800		154.00
85587238	11/08/2017	NORMAC	01-4300		30.59
85587239	11/08/2017	OFFICE DEPOT	21-4300		652.17
85587240	11/08/2017	PACIFIC GAS & ELECTRIC CO	01-5510		1,246.25

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Checks Dated 11/08/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85587241	11/08/2017	PAUL LEE NUZMAN - DBA OMG DIVERSIFIED DOOR & LOCK	01-4300		1,708.87
85587242	11/08/2017	PLACER COUNTY TREASURER TAX COLLECTOR	01-5800		1,168.92
85587243	11/08/2017	SAC VAL JANITORIAL SALES	01-4300		788.14
85587244	11/08/2017	SIERRA OFFICE SUPPLIES &	21-4300		44.99
85587245	11/08/2017	SITEONE LANDSCAPE SUPPLY	01-4300		478.34
85587246	11/08/2017	SOLON FIRE CONTROL	01-5800		186.68
85587247	11/08/2017	TAKEHARA LANDSCAPE INC.	01-5800		1,856.00
85587248	11/08/2017	WHITING CONCRETE CONSTRUCTION	01-5800		8,217.00
85587249	11/08/2017	WILCO SUPPLY	01-4300		693.00
85587250	11/08/2017	Stacey Brown	01-4300		126.25
85587251	11/08/2017	Reynaldo A. Cubias	01-4300		20.15
85587252	11/08/2017	Pamela Getz	01-4300		10.66
85587253	11/08/2017	William H. Justice	01-4300		34.63
85587254	11/08/2017	Emily M. Ortiz	01-4300		16.98
85587255	11/08/2017	Heather A. Pierce	01-4300		181.43
85587256	11/08/2017	Jada L. Saul	01-4300		69.87
85587257	11/08/2017	Charles E. Whitecotton	01-4300		147.07
85587258	11/08/2017	ALPHA FIRED ARTS	01-4300		749.97
85587259	11/08/2017	AMERICAN SOCCER COMPANY, INC.	01-4300		308.08
85587260	11/08/2017	ATHLETICS UNLIMITED	01-4300		868.73
85587261	11/08/2017	BOOST PROMOTIONS	01-4300	252.12	
		Unpaid Tax		16.17-	235.95
85587262	11/08/2017	BURKETT'S OFFICE	01-4300		5,158.25
85587263	11/08/2017	CDW GOVERNMENT INC	01-4300		7,856.92
85587264	11/08/2017	D3 SPORTS	01-4300		90.44
85587265	11/08/2017	DEMCO MEDIA	01-4300		123.11
85587266	11/08/2017	DIRECT PRESS 2	01-4300		56.81
85587267	11/08/2017	DISCOUNT MAGAZINE SUB SERVICE	01-4300		104.80
85587268	11/08/2017	DISCOUNT SCHOOL SUPPLY	01-4300		28.81
85587269	11/08/2017	DISCOVERY OFFICE SYSTEMS	01-4300		706.54
85587270	11/08/2017	EDUCATIONAL INNOVATIONS INC	01-4300		77.13
85587271	11/08/2017	FLINN SCIENTIFIC INC	01-4300		392.30
85587272	11/08/2017	FLORAL SUPPLY SYNDICATE	01-4300		180.31
85587273	11/08/2017	MJB WELDING SUPPLY, INC.	01-4300		2,074.53
85587274	11/08/2017	NATIONAL GEOGRAPHIC EXPLORER	01-4300		198.00
85587275	11/08/2017	NORTH STATE SCREENPRINT & ATHLETIC	01-4300		665.91
85587276	11/08/2017	OFFICE DEPOT	01-4300		639.56
85587277	11/08/2017	ORIENTAL TRADING COMPANY INC	01-4300	90.15	
		Unpaid Tax		5.22-	84.93
85587278	11/08/2017	PEARSON EDUCATION	01-4300		324.80
85587279	11/08/2017	POSTMASTER / TBMS	01-4300		490.00

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**Checks Dated 11/08/2017**

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85587280	11/08/2017	PRINT TO MAIL	01-4300		226.51
85587281	11/08/2017	REALLY GOOD STUFF	01-4300	36.05	
			Unpaid Tax	2.11-	33.94
85587282	11/08/2017	SAFEWAY INC	01-4300		105.55
85587283	11/08/2017	SCHOOL SPECIALTY INC	01-4300		68.66
85587284	11/08/2017	SIERRA HAY & FEED	01-4300		299.78
85587285	11/08/2017	VIKING SHRED LLC	01-4300		47.99
Total Number of Checks			78		<u>121,512.29</u>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	General Fund	70	71,930.13
13	Cafeteria Fund	6	18,956.38
21	Building Fund #1	4	7,474.16
25	Capital Facilities Fund	1	54.00
35	Schools Facilities (Prop 1A)	1	23,125.00
Total Number of Checks		78	121,539.67
Less Unpaid Tax Liability			27.38-
Net (Check Amount)			<u>121,512.29</u>

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

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## Checks Dated 11/03/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85586456	11/03/2017	Leah M. Contaxis	01-5200		29.52
85586457	11/03/2017	Vincent R. Hurtado	01-4300		55.90
85586458	11/03/2017	Clelia Jocoy	01-4300		184.00
85586459	11/03/2017	Tracey N. Lillie	01-5200		181.76
85586460	11/03/2017	Rebecca L. Simko	01-5200		149.86
85586461	11/03/2017	CDW GOVERNMENT INC	01-4300	17,232.99	
			01-4400	2,894.22	20,127.21
85586462	11/03/2017	CSTA CA SCIENCE TEACHERS ASSC	01-5200		1,350.00
85586463	11/03/2017	EDUCATIONAL DATA SYSTEMS ATTENTION: ACCOUNTING DEPT.	01-4300		210.00
85586464	11/03/2017	KATHRYN WYFFELS	01-5800		10,000.00
85586465	11/03/2017	KELLI RICHARDSON	01-5800		10,000.00
85586466	11/03/2017	LOZANO SMITH LLP	01-5810		1,743.75
85586467	11/03/2017	MEDICAB OF SACRAMENTO/SIERRA	01-5800		2,287.50
85586468	11/03/2017	ODYSSEY LEARNING CENTER, INC.	01-5800		6,544.40
85586469	11/03/2017	SCHOLASTIC MAGAZINE	01-4300		18.70
85586470	11/03/2017	SCHOOL NURSE SUPPLY INC.	01-4300		665.57
85586471	11/03/2017	SPARK PROGRAM	01-4100		114.23
85586472	11/03/2017	TEXTHELP INC	01-4390		145.00
85586473	11/03/2017	CROWN DISTRIBUTING INC.	13-4380		601.94
85586474	11/03/2017	CULTURE SHOCK YOGURT	13-4710		385.20
85586475	11/03/2017	ORIENTAL TRADING COMPANY INC	01-4300	881.26	
			Unpaid Tax	54.49-	826.77
85586476	11/03/2017	PROPACIFIC FRESH	13-4710		998.06
85586477	11/03/2017	SCHOOL SPECIALTY INC	01-4300		1,321.78
85586478	11/03/2017	Charlene Emerson	01-4300		19.74
85586479	11/03/2017	ALAN S BROOKS	21-6290		937.50
85586480	11/03/2017	ASBURY ENVIRONMENTAL SERVICES	01-5800		175.00
85586481	11/03/2017	C & S TELECOMMUNICATIONS INC	01-5600		460.00
85586482	11/03/2017	CITRUS HEIGHTS SAW & MOWER	01-4365		302.42
85586483	11/03/2017	DEPARTMENT OF GENERAL SERVICES	01-5810		685.00
85586484	11/03/2017	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		121.51
85586485	11/03/2017	DISCOVERY OFFICE SYSTEMS	01-5600		93.52
85586486	11/03/2017	GRAINGER .	01-4300		89.97
85586487	11/03/2017	HOLT OF CALIFORNIA	01-4365		52.94
85586488	11/03/2017	HOME DEPOT CREDIT SERVICES	01-4300		15.88
85586489	11/03/2017	INDUSTRIAL PLUMBING SUPPLY	01-4300		1,279.99
85586490	11/03/2017	NORMAC	01-4300		188.60
85586491	11/03/2017	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		127.62
85586492	11/03/2017	ROBERT SMITH / BIDWELL H2O DBA - BIDWELL WATER	01-4300		80.00
85586493	11/03/2017	SAC VAL JANITORIAL SALES	01-4300		3,038.86

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## Checks Dated 11/03/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85586456	11/03/2017	Leah M. Contaxis	01-5200		29.52
85586457	11/03/2017	Vincent R. Hurtado	01-4300		55.90
85586458	11/03/2017	Clelia Jocoy	01-4300		184.00
85586459	11/03/2017	Tracey N. Lillie	01-5200		181.76
85586460	11/03/2017	Rebecca L. Simko	01-5200		149.86
85586461	11/03/2017	CDW GOVERNMENT INC	01-4300	17,232.99	
			01-4400	2,894.22	20,127.21
85586462	11/03/2017	CSTA CA SCIENCE TEACHERS ASSC	01-5200		1,350.00
85586463	11/03/2017	EDUCATIONAL DATA SYSTEMS ATTENTION: ACCOUNTING DEPT.	01-4300		210.00
85586464	11/03/2017	KATHRYN WYFFELS	01-5800		10,000.00
85586465	11/03/2017	KELLI RICHARDSON	01-5800		10,000.00
85586466	11/03/2017	LOZANO SMITH LLP	01-5810		1,743.75
85586467	11/03/2017	MEDICAB OF SACRAMENTO/SIERRA	01-5800		2,287.50
85586468	11/03/2017	ODYSSEY LEARNING CENTER, INC.	01-5800		6,544.40
85586469	11/03/2017	SCHOLASTIC MAGAZINE	01-4300		18.70
85586470	11/03/2017	SCHOOL NURSE SUPPLY INC.	01-4300		665.57
85586471	11/03/2017	SPARK PROGRAM	01-4100		114.23
85586472	11/03/2017	TEXTHELP INC	01-4390		145.00
85586473	11/03/2017	CROWN DISTRIBUTING INC.	13-4380		601.94
85586474	11/03/2017	CULTURE SHOCK YOGURT	13-4710		385.20
85586475	11/03/2017	ORIENTAL TRADING COMPANY INC	01-4300	881.26	
			Unpaid Tax	54.49-	826.77
85586476	11/03/2017	PROPACIFIC FRESH	13-4710		998.06
85586477	11/03/2017	SCHOOL SPECIALTY INC	01-4300		1,321.78
85586478	11/03/2017	Charlene Emerson	01-4300		19.74
85586479	11/03/2017	ALAN S BROOKS	21-6290		937.50
85586480	11/03/2017	ASBURY ENVIRONMENTAL SERVICES	01-5800		175.00
85586481	11/03/2017	C & S TELECOMMUNICATIONS INC	01-5600		460.00
85586482	11/03/2017	CITRUS HEIGHTS SAW & MOWER	01-4365		302.42
85586483	11/03/2017	DEPARTMENT OF GENERAL SERVICES	01-5810		685.00
85586484	11/03/2017	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		121.51
85586485	11/03/2017	DISCOVERY OFFICE SYSTEMS	01-5600		93.52
85586486	11/03/2017	GRAINGER .	01-4300		89.97
85586487	11/03/2017	HOLT OF CALIFORNIA	01-4365		52.94
85586488	11/03/2017	HOME DEPOT CREDIT SERVICES	01-4300		15.88
85586489	11/03/2017	INDUSTRIAL PLUMBING SUPPLY	01-4300		1,279.99
85586490	11/03/2017	NORMAC	01-4300		188.60
85586491	11/03/2017	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		127.62
85586492	11/03/2017	ROBERT SMITH / BIDWELL H2O DBA - BIDWELL WATER	01-4300		80.00
85586493	11/03/2017	SAC VAL JANITORIAL SALES	01-4300		3,038.86

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## Checks Dated 11/03/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85586494	11/03/2017	SIERRA OFFICE SUPPLIES &	01-4300		131.10
85586495	11/03/2017	TAG / AMS INC	01-5800		60.00
85586496	11/03/2017	HILLYARD / SACRAMENTO	01-4300		932.86
85586497	11/03/2017	INTEGRATED FIRE SYSTEMS INC	01-5600		290.00
85586498	11/03/2017	K-12 SPECIALTIES INC	01-5600		1,447.25
85586499	11/03/2017	Todd A. Colson	01-4300		66.73
85586500	11/03/2017	Connie Contreras	13-5200		9.74
85586501	11/03/2017	Melanee Ford	01-4300		88.03
85586502	11/03/2017	Pamela Getz	01-4300		43.56
85586503	11/03/2017	Gregg Law	01-4300		55.98
85586504	11/03/2017	David T. Luci	01-4300		41.48
85586505	11/03/2017	Justine L. McElvain	01-4300		111.95
85586506	11/03/2017	Anita E. Moya Del Pino	01-4300		48.71
85586507	11/03/2017	Clinton J. Nelson	01-4300		31.78
85586508	11/03/2017	Jason R. Noonan	01-5800		199.00
85586509	11/03/2017	Kristin N. Noriega	01-4300		12.00
85586510	11/03/2017	Joshua J. O'Geen	01-4300		10.73
85586511	11/03/2017	Allison V. Patterson	01-4300		109.23
85586512	11/03/2017	Reno P. Penders	01-4300		13.61
85586513	11/03/2017	Karen A. Roberts	01-4300		26.81
85586514	11/03/2017	Rebecca L. Simko	01-4300		15.73
85586515	11/03/2017	ALL WEST COACHLINES INC	01-5800		1,575.15
85586516	11/03/2017	ATHLETICS UNLIMITED	01-4300		152.21
85586517	11/03/2017	BSN SPORTS SPORTS SUPPLY GROUP	01-4300		273.13
85586518	11/03/2017	CEV MULTIMEDIA, LTD.	01-5800		850.00
85586519	11/03/2017	CHEVRON	01-4345		96.48
85586520	11/03/2017	COAST TO COAST COMPUTER PRODUCTS	01-4300		56.83
85586521	11/03/2017	CSTA CA SCIENCE TEACHERS ASSC	01-5200	190.56	
			01-5300	54.44	245.00
85586522	11/03/2017	DICK BLICK COMPANY	01-4300		48.09
85586523	11/03/2017	DINN BROS., INC.	01-4300	47.54	
			Unpaid Tax	2.44-	45.10
85586524	11/03/2017	DISCOVERY OFFICE SYSTEMS	01-4300	496.21	
			01-5600	230.21	726.42
85586525	11/03/2017	ENTERPRISE RENT A CAR	01-5800		668.26
85586526	11/03/2017	FLORAL RESOURCES SACRAMENTO	01-4300		441.95
85586527	11/03/2017	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		5,878.91
85586528	11/03/2017	HAWKINS OFFICIATING SERVICE	01-5800		350.00
85586529	11/03/2017	OFFICE DEPOT	01-4300		465.77
85586530	11/03/2017	ORIENTAL TRADING COMPANY INC	01-4300	236.85	
			Unpaid Tax	15.15-	221.70
85586531	11/03/2017	PERFORM BETTER	01-4300		324.07

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**Checks Dated 11/01/2017**

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85585635	11/01/2017	STAPLES BUSINESS ADVANTAGE	01-4300	9,184.31	
			25-4300	8.11	9,192.42
Total Number of Checks			1		9,192.42

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	General Fund	1	9,184.31
25	Capital Facilities Fund	1	8.11
Total Number of Checks		1	9,192.42
Less Unpaid Tax Liability			.00
Net (Check Amount)			9,192.42

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

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

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

## DISTRICT GLOBAL GOALS

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

### SUBJECT:

Ratification of Contract with All West Coachlines -  
Transportation Services to Anaheim, CA  
For Lincoln High School

### AGENDA ITEM AREA:

Consent

### REQUESTED BY:

Audrey Kilpatrick   
Assistant Superintendent of Business  
Services and Operations

### ENCLOSURES:

Yes

### DEPARTMENT:

Business Services

### FINANCIAL INPUT/SOURCE:

Student/Parent Donations

### MEETING DATE:

December 5, 2017

### ROLL CALL REQUIRED:

No

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### BACKGROUND:

The attached contract is for transportation services with All West Coachlines for students and teachers of Lincoln High School for a field trip to Anaheim, CA to Disneyland from March 22, 2018 to March 25, 2018. The cost of the services is \$6,525.60 and will be funded with Student/Parent donations.

### RECOMMENDATION:

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

# CONFIRMATION

Charter ID	72011
Movement ID	80609
Move Date	03/22/2018
ClientID	LIH1002
Phone	(916) 548-0909
Contact Customer	LINCOLN HIGH SCHOOL 790 J STREET LINCOLN, CA 95648
Group Name	

All West Coachlines  
7701 Wilbur Way  
Sacramento, CA 95828  
Phone: (916) 423-4000 • (800) 843-2121  
Fax: (916) 689-5926

Salesperson: Tammy Tiner

Pickup Time	3/22/18 9:30 am	Destination	ANAHEIM, CA
First Pickup	790 J STREET, LINCOLN, CA	Leave Time	3/25/18 2:00 pm
Arrival	3/22/18 6:00 pm	Back Time	3/25/18 10:00 pm

## First Pickup Instructions

LINCOLN HIGH SCHOOL

\*\*\*SPAB\*\*\*  
\*\*\*DVD PLAYER\*\*\*  
\*\*\*BOOKED BY DAVID HILL  
\*\*\*REST STOPS AS ADVISED\*\*\*

## VEHICLES

Seats	Vehicle Description	Vehicle ID	
47	47 Coach		\$6,525.60
Vehicle Total including PUC Tax If applicable			\$6,525.60

## Destination Instructions

DISNEYLAND

\*\*\*GROUP RESPONSIBLE FOR DRIVER ROOMS. HOTEL  
MUST HAVE BUS PARKING\*\*\*

Movement Total \$6,525.60

Payment Terms: Payment is due 14 days in advance of charter  
Deposit Requirements: Please provide copy of purchase order

Please sign and return one copy of this agreement to confirm your order. Agreement includes terms on the reverse side.  
Should you need to change or cancel this reservation please call the charter department at All West Coachlines, (800) 843-2121.

Signature: \_\_\_\_\_

Title: Asst Supt of Business Svs and Operations

Date: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

1. **GENERAL.** This document contains all of the terms and conditions under which CUSA AWC LLC, dba All West Coachlines (the "Company", "Us", "We") agrees to furnish service to you ("Customer" or "You"). When you sign this document it is a legally binding contract, and it can only be changed by a later written agreement between us. Carefully read this entire document before signing.

2. **ITINERARY.** A written itinerary must be received no later than fourteen (14) days before departure. Our driver will be given a copy of your entire itinerary, and he will be instructed to follow it strictly. He has no authority to agree to make any changes in the trip schedule without the prior approval of an authorized Company supervisor. Therefore, if, after your trip begins, you want to make any change in the agreed itinerary, you must notify your driver at once and he will contact the Company. If we agree to the change you request, you must then pay the full amount of any increase in the contract price immediately upon completion of the trip. Any additional charges will be based on the Company's current published rates.

3. **COMPLIANCE WITH LAWS.** All itineraries must allow the driver and the Company to comply with all Federal, State and local regulations or ordinances. Drivers are limited to: a) 15 consecutive hours on duty in any one day (including ½ hour driver preparation; and b) of this 15 hours, a maximum of 10 hours may be actual driving hours. If your itinerary requires the use of more than one driver, either the price of the charter will be adjusted or the itinerary must be changed to allow for only one driver. Upon reaching your destination, if the drivers' total on-duty hours have been used, the driver must have a minimum of 9 hours off-duty. The Customer is responsible for the driver(s) overnight room accommodations unless you and the Company have agreed in advance that the Company will provide the driver's room and bill you for the charges.

4. **RESPONSIBILITY FOR BAGGAGE.** The Company assumes no risk for handling baggage and other passenger's property and is not liable for any loss of such items stored anywhere in the bus. Passengers may only bring baggage and other property in an amount that can conveniently be carried in the chartered bus. Each passenger is responsible for removing all of their personal property and baggage from the interior of the bus at the end of each travel day and when the trip ends.

5. **STANDING WHILE BUS IN MOTION.** Buses may start or stop suddenly. Passengers are requested not to change seats or utilize the restroom when the bus is in motion unless exercising extreme caution. The Company will not be responsible for injuries to passengers who stand or walk while the bus is in motion. Charter groups must provide adequate supervision and discipline.

6. **SERVICE SUBJECT TO TARIFF.** Customer agrees that the performance of the service described in this order is subject to tariff regulations.

7. **RIGHT TO SUBSTITUTE EQUIPMENT.** The Company has the right, at its sole discretion to substitute equipment from our fleet or from other companies in order to fulfill this charter agreement.

8. **CHARGES.** The "TOTAL CHARTER PRICE" shown is the Company's estimate based upon our current tariff and our best estimate of the specific services you have requested before adding any fuel surcharge. Charters exceeding the miles or hours booked will be billed for additional charges. Additional hours are billed in 1 hour increments. Charges do not include driver gratuity.

9. **FUEL SURCHARGE.** All trips are subject to a fuel surcharge. Fuel surcharges are subject to change.

10. **DEPOSIT.** When a deposit is required, there is a 50% deposit per bus due 10 days after you receive your confirmation in the mail. If the deposit is not received when it is due, we may cancel the charter.

11. **PAYMENT.** Payment is due 14 days before departure unless satisfactory credit arrangements have been made and approved. Payment must be made in cash or by check payable to All West Coachlines. We accept VISA, MasterCard, American Express or Discover Card. A handling fee will be charged when paying with a credit card.

12. **FINANCE CHARGES.** If you have made credit arrangements with us to pay after departure and you fail to pay on time, we will charge you a finance charge on all past-due amounts of 1.5% for each 30 day period that the bill is past-due.

13. **CLEANING AND REPAIRS.** The Customer is liable for extraordinary cleaning and for all repairs to our vehicle (beyond normal wear) caused by members of your party. You agree to pay for all repairs and excess cleaning charged within the company's terms of payment.

14. **EXTRA FEES.** Parking, tolls, airport fees and entry fees for parks and/or attractions are the responsibility of the Customer.

15. **ALCOHOLIC BEVERAGES.** If alcoholic beverages are brought on board our vehicle, a \$300.00 deposit is required. Alcohol deposits will be refunded after completion of the trip if the coach is left in good condition. Please allow 10 working days for refund to be processed. The Company reserves the right to refuse or terminate transportation to any person that displays aggressive behavior or appears to be under the influence of alcohol, or other intoxicating substances. Glass containers and kegs are not allowed on our buses.

16. **SMOKING ON THE BUS.** No smoking is permitted on our buses.

17. **CANCELLATIONS.** Charters booked, but not prepaid or confirmed by either party, may be cancelled by either You or the Company without notice. Trips cancelled less than 72 hours but more than 24 hours before spot time are subject to a \$250.00 per bus cancellation fee. Trips cancelled less than 24 hours before spot time are subject to a cancellation fee of 50% of the charter price. Cancellation at spot is subject to no refund.

18. **TIME OF ARRIVAL AND DEPARTURE.** The Company does not guarantee to arrive at or depart from any point at a specific time, but will endeavor to meet the schedule submitted by its agent or employee.

19. **FORCE MAJEURE.** The Company is not responsible for any delays, changes of schedule or cancellations resulting, directly or indirectly, from any act of God, public enemies, authority of law, quarantine, perils of navigations, riots, strikes, the hazard or dangers incident to a state of war, accidents, breakdowns, road conditions, weather conditions, and other conditions beyond the Company's control.

20. **ACCOMMODATIONS FOR THE DISABLED.** Any group which requires an ADA accessible bus is requested to inform us at the time of the reservation, and must notify us in writing no later than 48 hours prior to the charter's departure.

21. **OXYGEN BROUGHT ON BOARD.** Groups with members using personal oxygen canisters must give the Company 48 hours advance notice. Each group member may have two (2) canisters inside the bus. Additional canisters must be transported under the bus and properly secured in the forward baggage compartment. Canisters stored under the bus must be properly packaged by the group member in protective cases with safety caps on the valves. Canisters may not exceed 4.5 inches in diameter and 26 inches in length.

22. **CASINO/INDIAN GAMING.** All Passengers must be at least 21 years of age. NO CHILDREN ALLOWED.



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2018

DATE (MM/DD/YYYY)

4/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No.):
INSURED 1054466 All West Coachlines, Inc. A Coach USA Company 7701 Wilbur Way Sacramento CA 95828	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Greenwich Insurance Company	NAIC # 22322
	INSURER B : XL Insurance America, Inc.	24554
	INSURER C : National Union Fire Ins Co Pitts. PA	19445
	INSURER D : Lloyds of London	
INSURER E : AIG Europe Limited	0	
INSURER F :		

## COVERAGES

CERTIFICATE NUMBER: 12966290

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CG 00 01 04/13 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	RGD943765104	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90B <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	RAD943765204	5/1/2017	5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 25,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	28189157	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	RWD943541204 (AOS) RWR943541304 (WI)	5/1/2017 5/1/2017	5/1/2018 5/1/2018	<input checked="" type="checkbox"/> PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E	Excess Auto Liability Excess Auto Liability	Y	Y	PN1600453 62785432	5/1/2017 5/1/2017	5/1/2018 5/1/2018	\$5M Each Occ/\$10M Annual Agg 5,000,000 CSL per occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

12966290

Western Placer Unified School District  
600 Sixth St  
Lincoln CA 95648

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

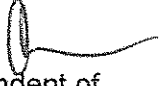
### SUBJECT:

Ratification of Contract with Shady Creek  
Outdoor School and First Street Elementary

### AGENDA ITEM AREA:

Consent

### REQUESTED BY:

Audrey Kilpatrick   
Assistant Superintendent of  
Business and Operations

### ENCLOSURES:

Yes

### DEPARTMENT:

Business Services

### FINANCIAL INPUT/SOURCE:

Fit Quest Grant / Donations

### MEETING DATE:

December 5, 2017

### ROLL CALL REQUIRED:

No

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### BACKGROUND:

The attached contract is for services with Shady Creek Outdoor School and First Street Elementary School for an outdoor educational program for the 2017-18 school year. The services include a 4-day stay for 80 students at Shady Creek Outdoor School. The cost of these services is \$17,520.00 and will be paid with the Fit Quest Grant and Donations.

### RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Shady Creek Outdoor School and First Street Elementary School.



SHADY CREEK OUTDOOR SCHOOL PROGRAM  
Management Services Provided By  
SUTTER COUNTY SUPERINTENDENT OF SCHOOLS OFFICE  
Dr. Baljinder Dhillon, Superintendent  
970 Klamath Lane, Yuba City, CA 95993  
(530) 822-2949

ENVIRONMENTAL EDUCATION AGREEMENT 2017/2018

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") First Street Elementary School ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. Participation Fee: District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for 80 pupils and agrees to pay an amount **equal to \$240.00 per pupil** if scheduled for a five-day week and **\$219.00** per pupil if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2018.**
2. Deposit. This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin counselors provided by the District as required by sections 3 and 4 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by September 1, 2017 for fall scheduled schools and December 1, 2017, for spring scheduled schools to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall be less than Eight-five Percent (85%) of the number of Students identified in Section 1.
3. Adult Participation Requirements. District shall require the following adult participants, who shall stay at Shady Creek with the Students.
  - a. Program Coordinator. District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady

Creek Resident Director or designee to ensure that all requirements of this Agreement have been fulfilled prior to the arrival of the District at Shady Creek.

b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teachers food and lodging.

c. Administrator: District's attending shall coordinate to provide one administrator for each week Students are in attendance. If more than one district is participating in the Program during the Program Term, Districts shall provide an administrator on a rotating basis. The Shady Creek Director or designee shall be responsible for coordinating the rotation of the Administrator.

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d. Nurse. If all Students for the Program Term are from the same District, District shall provide one school nurse or health technician. If more than one district is participating in the Program during the Program Term, Districts shall provide a nurse or health technician on a rotating basis. The Shady Creek Director shall be responsible for coordinating the rotation of the school nurse. The Superintendent will pay the district a \$500.00 stipend for providing a School Nurse or a \$360.00 stipend for providing a Health Technician.

It is understood that small districts may wish to combine pupils or classes and jointly provide the required instructional and administrative personnel. The Program Coordinator for the District shall work with the Shady Creek Resident Director to confirm that adequate adult supervision is available in the event the District wishes to combine classes or supervision with another participating district.

4. Cabin Counselors. In addition to the adult supervision required in Section 3, District shall provide cabin counselors at a ratio of 1 to 7 for the girls and a ratio of 1 to 9 for the boys and no less than one counselor per cabin and shall establish a selection procedure which ensures competent and responsible counselors. The cabin counselors are not required to be over the age of 18. However, in the event that the cabin counselors are minors, District shall require a parent or guardian of the cabin counselor to sign the release on the counselor health form. Signed release shall be submitted to the Shady Creek Director or designee upon arrival at camp. If you bring additional counselors there will be a fee of ½ the student price for the additional counselors.

5. Transportation. District shall be responsible for providing transportation of all employees, students, counselors and staff to and from Shady Creek.

6. Safety. District shall be solely and completely responsible for the safety of all persons and property during times when District, its employees, volunteers and students access the Shady Creek. District, its employees, volunteers and students shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety, and any rules posted at Shady Creek. Failure of the District, any Student or any other Program participant to comply with this section may result in the District, Student or Program participant being removed from the Program or the District not being allowed to participate in the Program in the future. Superintendent shall not be obligated to refund any Participation Fee to the District in the event any Student or other Program participant is removed from the Program as a result of violating this Section.

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7. Health Forms and Waiver of Liability: District shall be responsible for collecting a health form including the Waiver of Liability for each student, counselor, and teacher attending camp and submitting to the Shady Creek Director or designee upon arrival.

16. Authority. Superintendent has delegated authority to enter into this Agreement with District to the Shady Creek Resident Director.

Western Placer Unified School District

By: [Signature]  
(Authorized signature) Asst Supt of Business Svs and Operations

Dated: 11/6/17

Sutter County Superintendent of Schools

By: Shannon Cueva  
Sutter County Superintendent of Schools

Dated: 9/1/2017

NOTE: Please sign and return one copy to Shady Creek Outdoor School, Sutter County Superintendent of Schools by **November 1, 2017**.

The District designates as Program Coordinator:

Name: Ruben Ayala

From: First Street School  
(school or office)

Phone: (916) 645-6330

Please provide us with an email address for further correspondence:

Email: rayala@wpusd.k12.ca.us

Participating Teachers email address:

Kim Moss kmoos@wpusd.k12.ca.us

Anita Moya amoya@wpusd.k12.ca.us

Patrick Stelma pstelma@wpusd.k12.ca.us

# SHADY CREEK OUTDOOR SCHOOL AND EVENT CENTER



**Billing and Reservations:**  
970 Klamath Lane, Yuba City, CA 95993  
(530) 822-2949 - (530) 822-3039 Fax

**Camp Address:**  
18601 Pathfinder Way, Nevada City, CA 95959  
(530) 292-3436 -- (530) 292-3538 Fax



Shannon Cueva, Director

**BILLING TO:**

First Street Elementary School

922 G Street

Marysville, CA 95901

Attention:

**DATE:** August 31, 2017

**INVOICE:** 18-0078

## Shady Creek Outdoor School Program Spring 2018 - First Installment

TOTAL CHARGES:	80	participants	@	\$	219.00	4-day	\$ 17,520.00
		participants	@	\$	240.00	5-day	\$ -

Total \$17,520.00

First Installment 50%

Total Due: \$ 8,760.00

**Payment Due December 1, 2017**

### MAKE CHECKS PAYABLE TO: SUTTER COUNTY SCHOOLS OFFICE

Please return check to: Shady Creek Outdoor School, Attn. Monica Ramos

970 Klamath Ln., Yuba City, CA 95993



# SHADY CREEK OUTDOOR SCHOOL AND EVENT CENTER

**Camp Address:**  
18601 Pathfinder Way, Nevada City, CA 95959  
(530) 822-2470 – (530) 292-3538 Fax

**Billing and Reservations:**  
970 Klamath Lane, Yuba City, CA 95993  
(530) 822-2949 - (530) 822-3039 Fax



Revised 9/12/17  
Spring 2018

Shannon Cueva, Director

Week No.	School	Pupils	Grade	Admin/Nurse
Wk 1 January 16 - 19 4-day	Shasta (110) Marigold (80)	180	5	Shasta
Wk 2 January 22 - 26	Browns (19) Brittan (55) Franklin (60) Nuestro (25) Pleasant Grove (21) Meridian (10) Marcum (22)	212	6	Franklin
Wk 3 Jan 29 - Feb 2	YES Charter (30) CORE Butte (16) Clear Creek (40) Princeton (15)	101	5, 6	Clear Creek
Wk 4 Feb 5 - 9	Durham (80) Biggs (55) Blue Oak (55)	190	6	Biggs
Wk 5 Feb 13 - 16 4-day	Tierra Buena (84) Lincoln Elementary (90) Yuba City Charter (19)	193	5	YCUSD
Wk 6 Feb 20 - 23 4-day	Carlin Coppin (70) Sheridan (14)	84	5	TBD
Wk 7 Feb 26 - March 2	PCMS (52) CCCS (30) Pine Ridge (90) Achieve Charter (30)	202	6	PCMS
Wk 8 March 5 - 9	Allison (50), Whitehead (60) CORE Marysville (20) Paragon (50) Yuba Co. Career Prep (6)	186	6, 5	Allison
Wk 9 March 12 - 16	Egling (110) Maxwell (29) Concow (17) Princeton (13) Camptonville (9)	178	5, 6	Egling
Wk 10 March 20 - 23 4-Day	First Street School (80) Andros Karperos (75) Vina (25) Cedar Lane (35)	215	5	First Street
Wk 11 March 26 - 29 4-Day	Emma Wilson (84) Forest Ranch Charter (20) Sierra View (101)	205	5	Sierra View
Wk 12 April 3 - 6 4-Day	Rosedale (80) Parkview (85) Chapman (45)	210	5	Rosedale
Wk 13 April 9 - 13	Plumas Lake (5th - 130) Mills Elem. (60)	190	5	Plumas Lake
Wk 14 April 16 - 20	Johnson Jr. High (130) Williams (90)	220	6	Williams
Wk 15 April 23 - 27	Central Gaither (28) Barry (48) Butte Vista (110)	186	5	YCUSD
Wk 16 April 30 - May 4	Corning (200)	200	6	Corning
Wk 17 May 8 - 11 4-Day	McManus (70) Elia (65) Neal Dow (60)	195	5	Elia
Wk 18 May 14 - 18	Arboga (50) Edgewater (50) Johnson Park (45) Olivehurst (70)	215	6	Arboga
Wk 19 May 21 - 25 *	McKenney (100) Linda (75)	175	6	Linda
<b>Total</b>		<b>3537</b>		



# SHADY CREEK OUTDOOR SCHOOL AND EVENT

Billing and Reservations:  
970 Klamath Lane, Yuba City, CA 95993  
(530) 822-2949 - (530) 822-3039 Fax

Camp Address:  
18601 Pathfinder Way, Nevada City, CA 95959  
(530) 292-3436 - (530) 292-3538 Fax

Shannon Cueva, Director



TO: Shady Creek Participating Schools  
Teachers and Principals

FROM: Shannon Cueva, Director

DATE: July 1, 2017

RE: Contract, Schedule, Nurses, and Details

- 1) Your contract and schedule are attached. Please carefully review your scheduled week and projected student attendance. If you anticipate **any** change in student attendance please call us immediately. Please download all necessary forms, including t-shirt order form at [Shadycreek.org](http://Shadycreek.org). **Please do not use prior year forms, information and pricing may have changed and we want to be sure you have current information.**
- 2) The fee for the 2017/2018 Shady Creek Program will be \$240.00 for a five-day week or \$219.00 if you are on a scheduled four-day week.
- 3) State regulations involving student medications make it necessary for a nurse to be on site during your week at Shady Creek. If your district is the designated Administrator for the week, it is your responsibility to secure and fingerprint the nurse. The providing district will receive a \$500.00 credit on their final invoice. **Please check the schedule to determine if your district is the weekly administrator. If so, begin planning now.** If you are having difficulty finding a nurse, please call Monica Ramos for the names of nurses who may be able to go with your district.
- 4) Student and teacher feedback on EcoQuest, our pre/post student curriculum books, has been excellent. Kids love it, and they are learning. An added plus is that EcoQuest is very teacher friendly. They can be ordered at your planning session meeting or by calling Monica Ramos at (530) 822-2949. The cost is \$3.25 per booklet.
- 5) 2017/2018 Benefit Tickets will be available through the Shady Creek Outdoor Education Foundation. Please call Daria Ali at (530) 933-0907 if you are interested in participating. Ticket sales not only help kids raise money to attend Shady Creek, they also generate funds for the Shady Creek Foundation, which in turn offers scholarships and grants to schools and students.

# 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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
**SUBJECT:**

Ratification of Contract with Pacific  
Environmental Education Center and  
Creskide Oaks Elementary School

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

Audrey Kilpatrick   
Assistant Superintendent of  
Business and Operations

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Business Services

**FINANCIAL INPUT/SOURCE:**

Parent Donations/Fundraising

**MEETING DATE:**

December 5, 2017

**ROLL CALL REQUIRED:**

No

**BACKGROUND:**

The attached contract is for services with Pacific Environmental Education Center and Creskide Oaks Elementary School for an outdoor educational program for the 2017-18 school year. The services include a 4-day stay for 80 students at Pacific Environmental Education Center. The cost of these services is \$16,265.00 and will be paid with the parent donations and fundraising.

**RECOMMENDATION:**

Administration recommends that the Board ratify the contract agreement between Pacific Environmental Education Center and Creskide Oaks Elementary School.

## Contract for Services

This agreement between Creekside Oaks Elementary and Pacific Environmental Education Center (PEEC), a 501©3 non-profit California corporation, is entered into for the purposes of providing educational services for an outdoor education program to be conducted on the Mendocino Coast, on behalf of said school by Pacific Environmental Education Center.

PEEC will provide:

1. **Outdoor School Staff** of one site director and staff naturalists at an approximate ratio of 1 per every 10-12 students.
2. **Room and Board** for students, teachers parent chaperones and program staff.
3. **Supplies and Materials** as required for implementation of the program.
4. **Insurance** covering accident and sickness for all students in attendance.
5. **Extra Vehicle** to transport supplies and to serve as an emergency vehicle on site.

School to provide:

1. **One Teacher** per class.
2. **Transportation** between school and PEEC as well as between PEEC study sites.
3. **Chaperones** in the ratio of one chaperone for every eight to ten students.  
Additional chaperones will be required to pay full price.
4. **Liability Insurance** for program activities naming Pacific Environmental Education Center as an additional insured on said school's policy.

### Fee Schedule

Deposit- A deposit of \$1000 per week will reserve your approved program dates. This amount will be applied toward student tuition fees. It may also be carried over for the following year's deposit upon request. The deposit amount will be refundable only upon written notice to the director 16 weeks prior to arrival date of school.

1st Payment- ½ of the estimated student and chaperone fees are due 21 days prior to the date of arrival. This fee is refundable only upon cancellation of the week's program by PEEC.

2<sup>nd</sup> Payment- Bring the final payment on the day of arrival adjusted as closely as possible for the total number of students and chaperones attending. Any underpayments will be billed and overpayments will be refunded.

Any late payments will accrue an additional 1% per week if more than 7 days late.



## Contract for Services (Page 2)

PEEC trip for Fall/Spring 2018

School: X Creekside Oaks Elementary \_\_\_\_\_ Telephone: (916)645-6380

School Address: 2030 1<sup>st</sup> St. Lincoln, CA 95648

Teacher: Avery \_\_\_\_\_ Principal: Reno Penders

Approximate number of students: 80 \_\_\_\_\_ Grade attending: 5th

Program Date: May 21-25, 2018

Fee per student: \$195 \_\_\_\_\_ Fee per chaperone: \$95

Estimated Total Fee: \$16,265

Deposit status: \$1000.00 On File

Estimated 1<sup>st</sup> payment: 1/2 Total \_\_\_\_\_ Due: May 1, 2018

Estimated final payment: Remainder \_\_\_\_\_ Due: On Arrival

Students will arrive by: School Bus X Charter Bus \_\_\_\_\_ Private Vehicles X

Maury 10-30-17  
School Signature Date  
Carrie Carlson  
11/7/17

\_\_\_\_\_  
PEEC Signature Date

*Please complete and sign this contract. Return it to the PEEC office by 11/20/17. We will review and return your copy promptly.*

Pacific Environmental Education Center  
P.O. Box 2376  
Fort Bragg, CA 95437

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Ratification of Agreement  
between Eastern Michigan University and  
the Western Placer Unified School District

**AGENDA ITEM AREA:**

Consent

**REQUESTED BY:**

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

**ENCLOSURES:**

Agreement

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

December 5, 2017

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

The Western Placer Unified School District and Eastern Michigan University (EMU) approve of this agreement. This agreement will authorize EMU students enrolled in EMU's Coordinated Program in Dietetics to work at our school sites.

**RECOMMENDATION:**

Administration recommends the Board of Trustees ratify the Agreement between Western Placer Unified and Eastern Michigan University.

**Affiliation Agreement**  
**By And Between**  
**Eastern Michigan University Board of Regents**  
**And**  
**Western Placer Unified School District**

This Agreement is made and entered into by and between the **Eastern Michigan University Board of Regents**, with its main campus located in Ypsilanti, Michigan ("EMU") and **Western Placer Unified School District**, located in Lincoln, California ("SCHOOL SITE").

WHEREAS, the parties wish and intend by this Agreement to set forth the terms and conditions of engaging in a program for the clinical, field or internship education at the SCHOOL SITE for EMU students enrolled in EMU's **Coordinated Program in Dietetics**.

This Agreement shall be effective as of **September 1, 2017** and continue for an initial term of five (5) years. Following the initial term, extensions of one (1) year will be automatic. At any time, either party may terminate this agreement upon forty-five (45) days written notice of termination. Should notice of termination by either party be given, any student then placed at SCHOOL SITE for clinical, field or internship experience in any program shall be given the opportunity to complete the full program during that instructional period.

IT IS THEREFORE AGREED AS FOLLOWS:

**I. EMU RESPONSIBILITIES**

1.1 Plan and Administer: In consultation with representatives of the SCHOOL SITE, plan and administer the educational program for its students assigned to the SCHOOL SITE.

1.2 Placement Plan: Provide the SCHOOL SITE with its overall plan for the placement of students at SCHOOL SITE prior to the commencement of the academic term. The plan shall include details of EMU's clinical, field or internship education program at the SCHOOL SITE, including the objectives, and approximate number of students for each term, dates, times, and levels of each student's academic preparation. EMU shall work with the SCHOOL SITE to modify its clinical program as necessary to accommodate the reasonable requirements of the SCHOOL SITE.

1.3 Provide Names of Students: Provide the names of students as soon as possible after registration for each semester.

1.4 Pre-Placement Instruction: Provide pre-placement instruction to each student in accordance with standards mutually agreeable to both parties, and to present for placement at the SCHOOL SITE only those students who have satisfactorily completed the pre-placement instructional program.

1.5 Instruction of Regulations and Procedures: Instruct its students assigned to the SCHOOL SITE with regard to general regulations and procedures which the parties have agreed are necessary.

1.6 Educational Records: Maintain all education records and reports relating to the educational program of EMU students placed at the SCHOOL SITE, and to comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records.

1.7 Health Insurance: Inform each student submitted for placement at SCHOOL SITE of the requirement to have in force a policy of health insurance, and of the substantial monetary liability that the student might incur as a result of failure to have such insurance in force.

1.8 Disciplinary Proceedings: Maintain full responsibility for the conduct of any student disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations and case law.

1.9 Insurance: To maintain Student Medical Professional & General Liability coverage for students who are completing unpaid experiences with SCHOOL SITE. Such insurance shall have coverage limits of \$1,000,000 per incident, \$3,000,000 aggregate. Certificates indicating effective coverage will be furnished to the SCHOOL SITE upon request.

## **II. SCHOOL SITE RESPONSIBILITIES**

2.1 Plan and Administer: Plan and administer all aspects of, retain primary and ultimate responsibility over the quality of, and have final responsibility, authority and supervision over all aspects of, student care, plant operations, etc. at its facilities.

2.2 Supervision of Student: Provide qualified supervision of EMU students during their placement. SCHOOL SITE supervisory personnel may, in an emergency, or in certain cases based upon applicable standards of student care, plant operations, etc., temporarily relieve a student from a particular assignment or require that a student leave an area or department pending a final determination of the future status of the student by the parties. EMU students shall at all times abide by such supervision.

2.3 Placement of Students: Cooperate with EMU in the planning and conduct of the student's placement in order that such placement is appropriate to EMU's educational objectives.

2.4 Facilities: Make available to students the use of its cafeteria, conference rooms, dressing or locker rooms, library or any other appropriate facilities as available and required by the educational program, without charge except for food consumed by the students.

2.5 Pre-Placement Instruction: Provide EMU with all rules, regulations, procedures and information necessary for pre-placement instruction prior to the commencement of the academic term.

2.6 Release and Withdrawal of Student:

a. Have the authority to refuse any EMU student who has previously been discharged for cause, relieved of responsibilities for cause or who would not be eligible to be employed by the SCHOOL SITE. SCHOOL SITE shall notify EMU of its refusal to accept a student and its reasons for doing so in writing, prior to the commencement of the academic term.

b. Have the authority to request the withdrawal of any EMU student from placement at SCHOOL SITE for reasonable cause related to the need for maintaining an acceptable level of student care, plant operations, etc., and EMU shall immediately comply with such request. The request shall be in writing and shall state the reason(s) for the request.

2.7 Insurance: To maintain Comprehensive General Liability Insurance or its equivalent, with coverage limits of at least \$1,000,000 per incident, \$3,000,000 aggregate, that covers its employees whenever the liability may exist. A certificate of insurance will be furnished to EMU upon request, indicating effective coverage and liability limits.

### III. MUTUAL RESPONSIBILITIES

3.1 Refusal to Accept or Withdrawal of a Student: In the event that either party is determined by any court or administrative agency of competent jurisdiction to have acted in an unlawful manner in refusing to accept or requesting the withdrawal of an EMU student placed for clinical, field or internship education at SCHOOL SITE, the offending party shall defend, indemnify and hold the other party harmless from any and all claims and costs arising from the its unlawful act. Each party shall promptly notify the other party of any such claim, provide the other party with an opportunity to defend, and provide all reasonable assistance, except financial, in making such defense. No settlement of any such claim shall be effected without the consent of the other party.

3.2 Unpaid EMU Students Are Not Employees: EMU students assigned to this clinical, field or internship experience who receive no monetary compensation from SCHOOL SITE shall not be deemed to be employees of either party and thus are not covered by EMU or SCHOOL SITE for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose. Each student is placed with the SCHOOL SITE to receive this educational experience as

a part of his or her academic curriculum. Those duties performed by unpaid EMU students are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. EMU students who receive no monetary compensation from SCHOOL SITE shall not replace or substitute for any employee of the SCHOOL SITE. This provision shall not be deemed to prohibit the employment of any such student by either party under a separate employment agreement. EMU shall notify each student of the contents of this paragraph.

3.3 Monetary Consideration: There shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to EMU and the SCHOOL SITE.

3.4 Compliance with Laws: Each party agrees to comply with and to be separately responsible for compliance with all laws, including but not limited to anti-discrimination laws, which may be applicable to their respective activities under this program. Both parties promise to not discriminate on the basis of race, color, creed, age, sex, national origin, religion, height, weight, marital status, sexual orientation, gender identity/ expression, or disability.

3.5 Indemnity Provisions: Each party agrees that statutory and common law theories and principles of indemnification, contribution, and equitable restitution shall govern and apply to claims, costs, actions, causes of action, losses or expenses (including attorney fees) resulting from or caused by the actions or omissions of its employees pursuant to this Agreement.

3.6 Extension of Rights: This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the SCHOOL SITE and EMU; without limiting the generality of the foregoing, no rights are intended to be created for any student, parent or guardian of any student, employer, or prospective employer of any student.

3.7 Sole Conduct: In the performance of their respective duties and obligations under this Agreement, both parties are independent contractors, and neither is the agent, employee or servant of the other, and each is responsible for only its sole conduct.

3.8 Entire Agreement: This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements and understandings, whether verbal or in writing, are hereby superseded by this agreement.

3.9 Headings: The headings of Articles and Sections in this document are for convenience of reference only, and are not part of this Agreement.

3.10 Amendments to Agreement: No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing, signed by both parties.

#### IV. NOTICE

Any and all notices given under this Agreement shall be directed, in writing, to:

**Eastern Michigan University**

Dietetics Program

Diane Reynolds, Clinical Coordinator

314 Marshall Building

Ypsilanti, MI 48197

734-487-0327

[dreynol2@emich.edu](mailto:dreynol2@emich.edu)

with a copy to:

**Eastern Michigan University**

Legal Affairs

11 Welch Hall

Ypsilanti, MI 48197

734-487-1055

[affiliation.coordinator@emich.edu](mailto:affiliation.coordinator@emich.edu)

#### SCHOOL SITE:

Western Placer Unified School District

Susan Stewart

[sstewart@wpusd.k12.ca.us](mailto:sstewart@wpusd.k12.ca.us)

916-645-6373

204 L St.

Lincoln, CA 95648

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**Eastern Michigan University**

**Western Placer Unified School District**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

## DISTRICT GLOBAL GOALS

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


### SUBJECT:

Ratification of Contract with  
Jostens and Glen Edwards  
Middle School

### AGENDA ITEM AREA:

Consent

### REQUESTED BY:

Audrey Kilpatrick   
Assistant Superintendent of  
Business and Operations

### ENCLOSURES:

Yes

### DEPARTMENT:

Business Services

### FINANCIAL INPUT/SOURCE:

Yearbook Co-Curricular

### MEETING DATE:

December 5, 2017

### ROLL CALL REQUIRED:

No

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### BACKGROUND:

The attached contract is for services with Jostens and Glen Edwards Middle School. The services include a 3 year contract for the printing of GEMS yearbooks. The total cost of these services will be established each year after the completion of yearbook deadlines. The services will be paid with Yearbook Co-Curricular.

### RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Jostens and Glen Edwards Middle School.



# Jostens® Yearbook Agreement

Jostens, Inc. | 3601 Minnesota Drive | Minneapolis, MN 55435 | 952-830-3300

Customer Name	GLEN EDWARDS MIDDLE SCHOOL	Contact Name	
Customer Address	204 L ST, LINCOLN, CA 95648-1674	Title	Adviser
Customer Phone	(916)645-6370	Email & Phone	jnoonan@wpusd.k12.ca.us, (916) 645-6370

The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified below (the "Term"). The parties agree as follows:

- Jostens and the Customer will work together to establish all yearbook specifications (including things such as size, copies and pages), completion deadlines, price, and delivery schedules for each year during the Term and subject to the terms and conditions shown on page 2.
- After this Agreement is signed, as the Customer's exclusive yearbook provider Jostens will invest in and allocate resources to provide training and assistance to the Customer to help with the creation, production and marketing of the Customer's yearbook, including without limitation the planning, content, theme, layout, and merchandising.
- The Term of this Agreement is for the following years: 2019 through 2021

Additional Notes/Specifications Agreed Upon:

This Agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions shown on page 2.

X Carrie Carlson  
SIGNATURE OF CUSTOMER AUTHORIZED REPRESENTATIVE

Carrie Carlson Nov 17, 2017  
PRINTED NAME DATE

X \_\_\_\_\_  
SIGNATURE OF 2<sup>ND</sup> CUSTOMER AUTHORIZED REPRESENTATIVE (IF REQUIRED)

PRINTED NAME DATE

X JAN MOORE  
SIGNATURE OF JOSTENS AUTHORIZED REPRESENTATIVE

JAN MOORE Nov 15, 2017  
PRINTED NAME DATE

REP # 1156 JOB # 19233

## Jostens Yearbook Agreement Printing Terms

Once this Agreement has been signed by Jostens, Inc. ("Jostens"), it becomes a binding contract between Jostens and the customer named on the front of this Agreement ("Customer"). Any changes to this Agreement must be approved in writing by both parties; provided, that Customer may change the specifications, which may result in changes to the price and/or delivery.

**SUBMISSION OF AND RESPONSIBILITY FOR MATERIALS:** Jostens will provide Customer with instructions and specifications for submitting information and materials (collectively, "Materials") to Jostens. Materials include, without limitation, content, titles, photographs, videos, designs, drawings, images, artwork, songs, lyrics, recordings, page layouts and other such materials. Customer agrees to submit all Materials in a timely manner and in accordance with Jostens' instructions and specifications. Late or non-conforming submissions may result in additional charges, missed or delayed deadlines, delayed shipments, and/or rejection of submitted Materials. Customer is responsible for all Materials furnished to Jostens for incorporation in the publication or other product provided by Jostens under this Agreement, regardless of form or medium (the "Publication"). Jostens reserves the right in its discretion to refuse to process, print, reproduce or duplicate Material submitted for incorporation in the Publication, including Material which may reasonably be believed to violate patent, trademark, copyright, license or other proprietary rights or be pornographic or offensive, provided Jostens assumes no duty to make such determination. Except to the extent expressly prohibited by applicable law, Customer agrees to indemnify and hold Jostens, its licensors, and its affiliates harmless from any and all damages of every kind and character (including reasonable attorneys' fees) arising out of claims, defenses, demands, actions or proceedings that may be asserted or brought against Jostens by parents, students or any third party (a) on the grounds that the Material, Publication, or the marketing of a Publication causes injury to persons or property, violates a trademark, copyright, license or other proprietary right or interest or that it contains material giving rise to an action for defamation, negligence, intentional infliction of emotional distress, or invades a person's right to privacy; or (b) related to or arising from a breach of Customer's obligations relating to Jostens Digital Tools below. Customer represents and warrants to Jostens that Customer has the unconditional and unfettered right to allow Jostens to print, reproduce and/or duplicate all of the Materials and to receive back any returned Materials, and Jostens is hereby authorized to reproduce for and on behalf of Customer and other third parties all of the Materials provided by Customer, in order to produce and/or market the Publication, and that all appropriate licenses or consents have been obtained where applicable. Customer further warrants that the Materials comply with all applicable state, local and federal laws, do not infringe on any trademark, service mark, copyright or any other proprietary right, or any license relating thereto, do not contain any libelous or otherwise actionable statement, and do not otherwise violate the rights of or cause damage or injury to any person.

Customer expressly agrees that Jostens, its sales representatives and service providers may use Materials provided by Customer to market the Publication to potential purchasers and to provide information on Jostens products and services to potential purchasers, except where Customer has indicated otherwise in writing or through a Jostens online interface. Jostens will not sell or rent student information to any third party. Please see Jostens' Privacy Policy at <http://www.jostens.com/privacy> for more information on Jostens' privacy practices.

Customer grants Jostens a perpetual, royalty-free, fully paid-up right and license to use, reprint, reproduce, digitize and duplicate Customer's cover design, yearbook pages, and Materials in any manner, form or media now known or later developed, such as in Jostens' marketing and promotional materials and websites, as samples, in Jostens software applications, and in collections of Jostens yearbooks and yearbook pages.

With respect to any artwork created in whole or in part by Jostens, Jostens retains its rights to such artwork, which may only be reproduced with the written consent of Jostens. Customer understands and agrees that all dies, including those for which a charge has been made, remain the sole property of Jostens. This provision shall survive the termination or expiration of this Agreement.

**ADDITIONAL SERVICES CHARGES:** Jostens will charge for Jostens artwork, corrective work or customer copy, customer alterations and non-standard composition, which may result in changes to the purchase price.

**JOSTENS DIGITAL TOOLS:** In consideration of payment of any required license fee, for the term of this Agreement Jostens grants Customer a limited, non-assignable license to use certain of its proprietary local, online, mobile and cloud-based yearbook development software tools, fonts and clip art, apps, websites and environments, including without limitation the Yearbook Avenue portal, YearTech® software, Yearbooker's Field Kit app, and related materials and updates (all such tools, apps, websites and environments made available to Customer, the "Jostens Digital Tools"), solely for the limited purpose of producing its Publication with Jostens and for no other purpose. Customer and its representatives will comply with any terms of use, license agreements, and other terms or policies applicable to Jostens Digital Tools. Customer acknowledges and agrees that the Jostens Digital Tools and all other materials supplied by Jostens are proprietary in nature and are owned or licensed by Jostens, and Customer agrees not to copy, duplicate, reverse engineer, or attempt to learn the source code of Jostens Digital Tools, or to rent, share, distribute or provide the Jostens Digital Tools to any third party. Customer is strictly prohibited from providing production materials in whole or in part, including but not limited to the Publication created under this Agreement, created with the

Jostens Digital Tools to a third party for printing, digitizing, reproduction or any other purpose. Upon termination or expiration of the relationship between Customer and Jostens, Customer will promptly return any Jostens Digital Tools to Jostens, and destroy and delete any copies of Jostens Digital Tools and any login credentials provided. Certain products of Adobe Corporation or other third parties may be required for use of the Jostens Digital Tools, and Customer acknowledges that Jostens is not obligated to provide training or other support for third-party products.

**ORDER PROCESSING:** If Customer elects to participate in an order processing and management program offered by Jostens (a "Program"), Customer acknowledges and agrees that Jostens or other third parties will act on behalf of Customer to bill students for yearbooks and related products and collect payment from them. Customer acknowledges it has been given materials explaining the Program and understands the Program, and the billing process under that program.

**DELIVERY:** Shipment will be made pursuant to the shipment method and vendor chosen by Jostens, in its sole discretion, and according to terms of the Deadline Schedule established between the parties, provided that Customer sends all materials conforming to specifications and on time according to the Schedule. Title to and risk of loss for all shipments is F.O.B. Jostens production plant. Due to the printing process, there may be a limited number of copies of the yearbook produced in excess of Customer's order. Jostens may ship the excess yearbooks to Customer, who may keep and pay for the overages or return them to Jostens for credit.

**FORCE MAJEURE; WARRANTY; LIMITATIONS:** Jostens shall not be liable for delays or losses caused by strikes, accidents, government restrictions, acts of God or other causes beyond its reasonable control, and such delays shall not constitute a breach of contract. Jostens will perform the work in a good and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED HEREIN, JOSTENS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BECAUSE SOFTWARE, APPS AND SYSTEMS ARE INHERENTLY COMPLEX AND MAY NOT BE COMPLETELY FREE OF ERRORS, YOU ARE ADVISED TO VERIFY YOUR WORK. IN NO EVENT WILL JOSTENS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, HOWEVER FORESEEABLE, ARISING OUT OF THIS AGREEMENT. THE WORK PERFORMED HEREUNDER, THE SERVICES PROVIDED OR THE PRODUCTS PRODUCED HEREUNDER. THE LIABILITY OF JOSTENS, IF ANY, FOR CLAIMS RELATING TO ANY DEFICIENT OR DEFECTIVE SERVICE OR PRODUCT PRODUCED HEREUNDER SHALL BE LIMITED TO THE ACTUAL FEE PAYABLE TO JOSTENS FOR THE DEFICIENT OR DEFECTIVE SERVICE OR PRODUCT HEREUNDER. JOSTENS SHALL NOT BE LIABLE FOR TYPOGRAPHICAL ERRORS, MISPELLINGS OR OTHER DEVIATIONS OR ERRORS.

**PAYMENT TERMS:** Customer agrees to pay a 40% deposit November 1<sup>st</sup> (December 1<sup>st</sup> for CY Customers) and an additional 40% deposit March 1<sup>st</sup> (April 1<sup>st</sup> for CY Customers) that will bring the total deposit up to 80% of the base price.

Customer will receive a final invoice when the Publication is completed. Final payment is due within thirty (30) calendar days after the final invoice is received. A service charge of 1.5% a month on the unpaid balance (18% annual percentage rate) or the maximum allowed by local law will be assessed for late payment. Should it be necessary for Jostens to institute collection procedures against Customer, Jostens shall be entitled to recover its reasonable attorneys' fees and costs from Customer.

All payments and checks must be made payable to and sent directly to Jostens, Inc., 21336 Networks Place, Chicago, IL 60673-1213.

**TAXES:** Applicable sales taxes will be charged unless evidence of tax exemption is furnished prior to invoicing. A number of states do not exempt schools from the requirement to collect sales tax on sales. It is Customer's responsibility to collect and remit sales tax on its distribution or resale of yearbooks based on sales tax regulations in its state, including the tax on any yearbook sales Customer directs Jostens to collect on-line (other than through the Program as described above or direct sales between Jostens and any third party in which Customer is not otherwise a party thereto). Where Jostens accepts orders on a school's behalf and collects applicable sales taxes on such orders, Jostens may, at Jostens' option, remit taxes collected on such orders directly to the taxing authority.

**MISCELLANEOUS:** The person signing this Agreement represents that he/she is fully authorized to execute this Agreement on behalf of Customer. Jostens may use its corporate affiliates as subcontractors to perform obligations under this Agreement. Customer understands that this is a binding Agreement between the parties hereto for the term specified in the Agreement, and represents that it has all necessary power and authority to execute this Agreement. This Agreement, including specifications agreed upon by the parties related to the products manufactured by Jostens under this Agreement (which shall automatically be incorporated by reference into this Agreement), represents the entire agreement between the parties. In the event that after the date hereof Customer submits purchase orders or other written instructions that contain any terms or conditions, those terms and conditions shall be of no force and effect. The parties are independent contractors; nothing herein contained shall in any way constitute a partnership between, or joint venture by, any of the parties hereto.

**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:**

Approve 2017-2018 Single Plans  
for Student Achievement

**AGENDA ITEM AREA:**

Action

**REQUESTED BY:**

Kerry Callahan   
Assistant Superintendent

**ENCLOSURES:**

Yes (online)

**DEPARTMENT:**

Educational Services

**FINANCIAL INPUT/SOURCE:**

None

**MEETING DATE:**

December 5, 2017

**ROLL CALL REQUIRED:**

No

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**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.

All SPSAs have been updated to align with the LCAP and with state and federal requirements for the use of Title I and Supplemental funds.

**RECOMMENDATION:**

Approve the enclosed Single Plans for Student Achievement as presented.

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Consider Approving Revised Job Description  
for Paraprofessional position.

**AGENDA ITEM AREA:**

Discussion/Action

**REQUESTED BY:**

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

GS

**ENCLOSURES:**

Revised Job Description for:  
Paraprofessional: Specialized Physical  
Health Care

**DEPARTMENT:**

Personnel

**FINANCIAL INPUT/SOURCE:**

General Fund

**MEETING DATE:**

December 5, 2017

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

As a part of the ongoing review of District needs and job descriptions by the District, there exists a need to approve a revised job description for the Paraprofessional: Specialized Physical Health Care position which is a classified position. In considering the physical demands of the position, the lifting/moving requirement has been changed to more adequately reflect the duties of the position.

**RECOMMENDATION:**

Approve the revised job description for the Paraprofessional: Specialized Physical Health Care position.

Western Placer Unified School District

POSITION DESCRIPTION

11/15/17  
65 11/15/17

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Position Title: **PARAPROFESSIONAL, SPECIALIZED PHYSICAL HEALTH CARE**  
Department: Special Education  
Reports to: Assistant Superintendent, Curriculum & Instruction

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**SUMMARY:**

Assists teachers and paraprofessionals providing specialized physical health care procedures to specific disabled students and performs a variety of general classroom assistance duties.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- \* Implements IEP goals under the direction of the classroom teacher.
- \* Implements/follows teacher's instructions of classroom procedure; reinforcement, philosophy and consistency.
- \* Physically participates in physical activities that are part of the basic program.
- \* Assists with the development and maintenance of clerical and special education records.
- \* Assist with behavior management programs and techniques.
- \* Demonstrates an understanding of student problems.
- \* Demonstrates initiative and creativity with students and their program.
- \* Assists in small group pupil instruction.
- \* Keeps records, writes lessons on the board, and corrects student's work.
- \* Understand and be aware of medical needs of students.
- \* Assists and instructs pupils in personal hygiene; feeding skills; toileting, tooth brushing and hand washing.
- \* Lifts or assists with lifting students from wheelchairs to changing tables or designated areas.
- \* After training and with supervision, may administer specialized health care procedures.
- \* Assists with maintaining classrooms and playgrounds in a neat and orderly condition.
- \* Sanitize classroom and equipment using approved materials.
- \* Operates standard school office equipment.
- \* Performs basic first aid/CPR and assists with student health monitoring. (The District will not hold employee liable as referenced in Govt. Code 820.2 & 825)

**QUALIFICATION:**

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 essential functions.

**EDUCATION and/or EXPERIENCE:**

High school diploma or general education degree (GED). Must have the ability to pass the Paraeducator/Instructional Aide exam or have completed two years of study at an institute of higher education or have an Associate of Arts (AA) degree or higher.

**LANGUAGE SKILLS:**

Ability to read, write and comprehend simple instructions, short correspondence, and memos. Ability to effectively present information in one-on-one and small group situations to staff, parents, students and administrators.

**MATHEMATICAL SKILLS:**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions and decimals. Ability to compute rate, ratio, and percent and to draw and interpret graphs.

**REASONING ABILITY:**

Ability to apply common sense understanding to carry out detail but uninvolved written and oral instructions. Ability to deal with problems involving several concrete variables in standardized situations.

**OTHER SKILLS AND ABILITIES:**

Ability to work with emotionally impaired students. Ability to maintain composure under stressful conditions. Ability to develop effective working relationships with students, staff, and the school community. Ability to communicate clearly and concisely, both orally and in writing. Ability to perform duties with awareness of all district requirements and Board of Education policies.

**PHYSICAL DEMANDS:**

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

While performing the duties of this job, the employee is regularly required to stand, walk, sit, and talk or hear. The employee is frequently required to use hands and fingers to handle, or feel objects, tools, or controls and stoop, kneel, crouch or crawl. The employee is frequently required to bend at the trunk more than the average person. Occasionally the employee is required to lift or move up to 50 pounds such as to move students and equipment. Specific vision abilities required by this job include close vision and peripheral vision. The employee needs to be able to tell where a sound is coming from and hear in a noisy environment. The position is exposed to infection and injury at a greater risk than the average person. 11/1  
50

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate to loud. The employee is exposed to infection at a greater risk than the average person. The employee is frequently required to interact with the public and staff and is directly responsible for the safety, well-being or work output of students.

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

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Review and Approval of School Facilities Agreement  
Within the Village 5 Specific Plan Area

**AGENDA ITEM AREA:**

Action

**REQUESTED BY:**

Michael Adell  
Director of Facilities

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Facilities

**FINANCIAL INPUT/SOURCE:**

Developer Fees Fund 25

**MEETING DATE:**

December 5, 2017

**ROLL CALL REQUIRED:**

Yes

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**BACKGROUND:**

Due to the shortfall of revenue generated by Level 1 Statutory Developer Fees and the current inability to qualify to collect Level 2 Statutory Developer Fees through the School Facility Needs Analysis, the District is unable to fully fund the construction of new facilities within new developments. With the combination of the lack of local funding and the uncertainty and disparity in the amount of State matching funds compared to the actual cost of school construction, the District has been in the process of negotiating School Facilities Agreements with developers to provide additional funding sources for school construction.

In an effort to assist the District with future school construction created by the impact of development within the Village 5 Specific Plan, Richland Developers, Inc., and associated identified landowners have a negotiated and finalized the provided School Facilities Agreement.

Staff and legal counsel will review the components of the School Facilities Agreement and answer questions for clarification.

**RECOMMENDATION:**

Approve the School Facilities Agreement with Richland Developers, Inc., for development within the Village 5 Specific Plan area.



**WESTERN PLACER UNIFIED SCHOOL DISTRICT  
SCHOOL FACILITIES AGREEMENT**

**P R E A M B L E**

THIS SCHOOL FACILITIES AGREEMENT ("Agreement") shall be effective as of \_\_\_\_\_, 2017 ("Effective Date"), and is entered into by and between WESTERN PLACER UNIFIED SCHOOL DISTRICT, a public school district in the State of California ("District"), RICHLAND DEVELOPERS, INC., a Delaware corporation ("Developer"), and the landowners identified on the signature page hereof (each an "Owner" and collectively, "Owners"). For purposes of this Agreement, the term "Party" shall refer to either the District, the Developer, or the Owners, and the term "Parties" shall refer to the District, the Developer, and Owners, collectively.

**R E C I T A L S**

A. The Developer has proposed the Village 5 and SUD-B Specific Plan ("Specific Plan"), the land use diagram for which is attached hereto as Exhibit A and made a part hereof. The Specific Plan affects approximately 4,787 acres of land located in Placer County, in the City of Lincoln's ("City") sphere of influence, within the boundaries of the District. As shown on Exhibit A, the proposed Specific Plan provides for a mix of land uses, including residential and employment-generating uses along with recreational, open space, public and educational land uses.

B. The Specific Plan provides for the maximum allowable density and intensity of approximately 8,200 residential units, and 4.6 million square feet of employment and commercial space.

C. Developer's portion of the Specific Plan includes approximately 4,926 residential units (which may increase) and 2,283,800 square feet of the employment and commercial space, as particularly described in Exhibit B ("Project"). Owners are passive investors in real property, including various portions of the Project, and are entering into this Agreement at Developer's request in connection with Developer's planned development of the Project. It is the intent of the Parties that all residential units and commercial space within the Specific Plan owned or controlled by Developer, its Owners, their successors, or any party substantially controlled by Developer or Owners, shall be considered part of the Project and subject to the terms of this Agreement.

D. The Parties acknowledge that students generated by the Project may result in significant impacts on the District's facilities and infrastructure and may require construction of permanent elementary, middle and high school facilities, acquisition of school sites for the permanent facilities, and furnishings, fixtures, equipment, technology and buses required to accommodate students generated by the Project, and may require interim elementary, middle and high school facilities to house students during construction of permanent school facilities (such permanent and interim facilities collectively being called the "**School Facilities**").

E. The Developer agrees to timely fund a portion of the cost of the School Facilities to assist in providing adequate facilities for K-12 students generated by the Project as more particularly set forth in this Agreement.

F. The Parties have entered into this Agreement freely and voluntarily and acknowledge that at the time of the Effective Date, the California State Legislature has enacted as part of Senate Bill 50 ("**SB 50**") in Government Code sections 65995, *et seq.*, which became fully effective in November 1998, certain modifications to the law concerning payment of school impact fees by homebuilders. The Parties mutually acknowledge, agree and find that this Agreement sets forth the responsibility of the Owner to mitigate impacts intended to be mitigated by any "State Mandated Fee" (as hereinafter defined), and the California Environmental Quality Act with respect to the Project. The Parties further acknowledge and agree that this Agreement is not subject to legal challenge as an alleged violation of any terms of SB 50 or any other applicable law concerning the payment of school impact fees by homebuilders.

G. The Parties have entered into this Agreement based on the condition that the City of Lincoln approves the Specific Plan and all other necessary entitlements, and further, that the City's application for annexation of the Project Site is approved.

NOW, THEREFORE, in consideration of the premises set forth above, the mutual covenants and obligations of the Parties set forth herein, the Parties hereby agree as follows.

## **AGREEMENT**

### **ARTICLE I** **DEFINITIONS**

Section 1 Definitions. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the meaning set forth below:

Section 1.1 "Certificate of Compliance." "**Certificate of Compliance**" shall mean a certificate issued by District for the purposes of obtaining a building permit from the City acknowledging that the Developer or Owner has complied with all requirements of this Agreement with respect to the issuance of a building permit for any Residential Unit located within the Project.

Section 1.2 "Residential Unit." "**Residential Unit**" shall mean a residential dwelling, as that term is used and interpreted in Chapter 4.7 (school facilities) of the State Government Code, and shall include single-family and multi-family (apartment) units, but shall exclude age-qualified housing for seniors (55+) as defined in Government Code section 65995.1.

Section 1.3 "School Facility Program." "**School Facility Program**" shall mean the State program providing State Funds in the form of per pupil grants, with supplemental grants for site development, site acquisition, and other project specific costs when warranted, as contemplated by School Fee Legislation.

Section 1.4 "School Fee Legislation." "**School Fee Legislation**" shall mean sections 65995 through 65996, inclusive, of the Government Code of the State of California and Section 17620, *et seq.*, of the Education Code of the State of California (including any amendments thereto), and any related or successor statutes thereto.

Section 1.5 "State." "**State**" shall mean the State of California.

Section 1.6 "State Funds." "**State Funds**" shall mean the total funds allocated and paid to District by the State specifically intended for the acquisition, construction, furnishing and/or equipping of School Facilities.

Section 1.7 "State Law." "**State Law**" shall mean the applicable laws and/or administrative regulations of the State of California and its agencies.

Section 1.8 "State Mandated Fee." "**State Mandated Fee**" shall mean the statutorily mandated fee for School Facilities pursuant to the School Fee Legislation.

## **ARTICLE II** **FEES AND PAYMENT CONDITIONS**

Section 2.1 Residential School Fee. Prior to and as a condition of obtaining Certificate of Compliance and a building permit for any Residential Unit, Developer or an Owner shall pay for each Residential Unit the following "**Residential School Fee**", which shall be adjusted by an Inflation Factor in a manner set forth in Section 2.2 of this Agreement:

- (a) For each Residential Unit that is one square foot to 1199 square feet, Developer or an Owner shall pay the District a Residential School Fee equal to Six Dollars Seventy-One Cents (\$6.71) multiplied by the square footage of the Residential Unit. (For example, for a 1000 square foot Residential Unit Owner will pay \$6,710 = \$6.71 x 1,000.)
- (b) For each Residential Unit that is 1200 square feet to 1360 square feet, Developer or an Owner shall pay a Residential School Fee equal to Eight Thousand Fifty-Two Dollars (\$8,052.00).

(c) For each Residential Unit that is 1361 square feet to 2700 square feet, Developer or an Owner shall pay a Residential School Fee equal to Five Dollars Ninety-Six Cents (\$5.96) multiplied by the square footage of the Residential Unit. (For example, for a 1,500-square foot Residential Unit Owner will pay  $\$8,940.00 = \$5.96 \times 1500$ .)

(d) For each Residential Unit that is 2701 square feet to 4000 square feet, Developer or an Owner shall pay a Residential School Fee equal to Sixteen Thousand Eighty-Seven Dollars (\$16,087.00).

(e) For each Residential Unit that is 4001 square feet or more, Developer or an Owner shall pay a Residential School Fee equal to Seventeen Thousand Six Hundred Ninety-Seven Dollars (\$17,697.00).

(f) For each multi-family (apartment) Residential Unit, Developer or an Owner shall pay a Residential School Fee equal to rate as described in (a) through (e) above, on a "per door" or "per apartment" basis. Owner shall not be required to pay a Residential School Fee on common areas of multi-family (apartment) units such as stairwells and common hallways. (By way of example, if an 1100 square foot apartment complex has two apartments of 500 square feet each, plus a common hallway of 100 square feet, the Residential School Fees are calculated as Apartment #1 (500 square feet x \$6.71) + Apartment #2 (500 square feet x \$6.71) + Hallway (100 x 0) = \$6,710.)

The Residential School Fee shall be paid by Developer or Owner(s) in lieu of the State Mandated Fee. If neither Developer nor any Owner pays the Residential School Fee, the District may withhold a Certificate of Compliance for the Residential Unit and neither the Developer nor any Owner may construct the Residential Unit.

## Section 2.2 Inflation Factor.

(a) Adjustment and Index. The Residential School Fees identified in Section 2.1, subsections (a) through (f), shall be adjusted annually on January 1st (or as soon as possible thereafter), based upon the inflation factor applied by the State to the per pupil grant amount pursuant to Education Code Section 17072.10 ("statewide cost index for class B construction as determined by the board"), rounded to the nearest cent ("**Inflation Factor**"). (By way of example only, if the applicable Residential School Fee was \$5.96 per square foot, and the index prescribed an Inflation Factor during the first year of 1%, the fee would increase by six cents (\$.06) (1% over the prior year (\$.059), rounded to the nearest cent) from \$5.96 to \$6.02.) In the event there is a change in the State Facility Program such that the State no longer allocates per-pupil grants, the Parties shall apply the Marshall & Swift Eight California Cities Class B Construction Index to determine the Inflation Factor.

(b) Cap. The Inflation Factor for any one year shall not be greater than six percent (6%) over the Residential School Fee for the prior year.

(c) No Retroactive Collection. In the event the District fails to make an annual index adjustment to the Residential School Fee described in Section 2.2 in any year, the District may adjust the Residential School Fees utilizing the Inflation Factor for multiple years to bring the Residential School Fees to the authorized amount. However, the District shall not retroactively collect payments related to any such adjustment for any Residential School Fees that have already been collected.

### Section 2.3 Exceptions During Initial Project Build Out.

(a) The Residential School Fee shall freeze at the amounts set forth in Section 2.1, meaning that it shall not be subject to the Inflation Factor, from the Effective Date of this Agreement, through December 31, 2018.

(b) On January 1, 2019, and for the subsequent years 2020 and 2021, the Inflation Factor shall not be greater than three percent (3%) per year (if the inflation factor in any given year is less than 3%, the lesser value will be applied).

(c) On January 1, 2022, the Residential School Fee shall be the value of the Residential School Fee as if the Inflation Factor had been applied, at the full value set forth in Section 2.2, over the previous six years. (By way of example only, if the applicable Residential School Fee is \$5.96 per square foot in 2017, and the index prescribed an Inflation Factor during the first year of one percent (1%), the fee would increase by six cents (\$.06) (1% over the prior year (\$.0596), rounded to the nearest cent) from \$5.96 to \$6.02. In 2018, if the index prescribes an Inflation Factor of one percent (1%), it would be applied to the then-current Residential School Fee of \$6.02, resulting in an increase of (\$.06) (1% over the prior year (\$.0602), rounded to the nearest cent) from \$6.02 to \$6.08. The same process would be applied for 2019, 2020, 2021 and 2022.)

Section 2.4 Prepayment Option. Developer or Owner(s) may prepay the Residential School Fee for any number of Residential Units at any time and at the rate in effect at the time of prepayment, even if building permits for such Residential Units will not be immediately obtained. If prepayment is made, an accounting will be completed when building permits are obtained to reconcile the number of Residential Units, square footage thereof, and appropriate Residential School Fees. After the accounting, the Developer or Owner(s) will pay any deficiency in the pre-paid Residential School Fees at the then-current rate of the Residential School Fee. For any overpayment, the District shall provide a credit to the Developer or Owner(s), which can be applied to Residential School Fees to be paid on future Residential Units or nonresidential square footage within the Project. In no event shall the Developer or Owner(s) be entitled to a refund for any prepayment of the Residential School Fees if Developer or any Owners have Residential Units or nonresidential square footage remaining to be constructed within the Project. Developer or any Owner(s) may bank, sell or trade credits accrued due to prepayment for application toward a different Residential Unit inside or outside the Project upon written notification to the District.

Section 2.5 Commercial, Office and/or Industrial Unit Fee. Developer or an Owner shall also pay a commercial, office and/or industrial unit fee (“**Commercial**

**School Impact Fee**”) to District in accordance with Education Code sections 17620, *et seq.*, and Government Code sections 65995, *et seq.* Developer or an Owner shall pay the Commercial School Impact Fee for each commercial, office, and/or industrial unit constructed on the Property, multiplied by the total square footage of each unit’s “chargeable covered and enclosed space,” as such term is defined in Government Code section 65995(b)(2).

Section 2.6 Age Restricted Residential Units. As provided in Section 1.2 above, any deed restricted senior citizen housing units or facilities (as defined in Government Code section 65995.1) shall be subject to the Commercial School Impact Fee set forth in Section 2.5.

### ARTICLE III SCHOOL SITES

Section 3.1 Reservation of School Sites. The Specific Plan identifies and reserves five school sites: three (3) elementary school sites (“**Elementary School Sites**”), one (1) middle school site (“**Middle School Site**”), and one (1) high school site (“**High School Site**”) (collectively, “**School Sites**”). The three (3) Elementary School Sites shall each be at least 12.0 acres. The Middle School Site shall be 20.0 acres. The High School Site shall be 48.7 acres. Owner currently owns and/or controls four school sites, including the Middle School Site, the High School Site and two Elementary School Sites, all as set forth in the Specific Plan and identified in Exhibit A. Owner shall sell the School Sites to the District if the District elects to acquire each School Site within the following timelines:

(a) For the first Elementary School Site, as identified in Exhibit A (“**First Elementary School Site**”), the District shall provide written notice to the Developer of its intent to purchase the property within nine (9) months of the date Developer provides written notification to the District that the certificate of occupancy for the 1200th Residential Unit has been issued by the City for the Project. The Parties anticipate the District will close escrow on the First Elementary School Site no later than twelve (12) months after the District provides written notification of its intent to acquire the First Elementary School Site; however, the date of the close of escrow on the First Elementary School Site shall be dictated by a separate purchase and sale agreement as contemplated by Section 3.3.

(b) For the second Elementary School Site (“**Second Elementary School Site**”) the District shall provide written notice to the Developer of its intent to purchase the property within nine (9) months of the date Developer provides written notification that the certificate of occupancy for the 3600th Residential Unit has been issued by the City for the Project. The Parties anticipate the District will close escrow on the Second Elementary School Site no later than twelve (12) months after the District provides written notification of its intent to acquire the Second Elementary School Site; however, the date of the close of escrow on the Second Elementary School Site shall be dictated by a separate purchase and sale agreement as contemplated by Section 3.3.

(c) For the third Elementary School Site (“**Third Elementary School Site**”) the District shall provide written notice to the Developer of its intent to purchase the property within nine (9) months of the date Developer provides written notification that the certificate of occupancy for the 6000th Residential Unit has been issued by the City for the Project. If the Developer does not own the Third Elementary School when written notice is provided by the District, Developer shall work cooperatively with the District and the other owner(s) of the Third Elementary School Site to facilitate the District’s acquisition of the Third Elementary School Site. The Parties anticipate the District will close escrow on the Third Elementary School Site no later than twelve (12) months after the District provides written notification of its intent to acquire the Third Elementary School Site; however, the date of the close of escrow on the Third Elementary School Site shall be dictated by a separate purchase and sale agreement as contemplated by Section 3.3.

If the other owner(s) of the Third Elementary School Site will not agree to sell their portion of the Third Elementary School Site to the District, consistent with the terms of this Agreement, Developer shall use its reasonable good faith efforts to assist the District in finding a different location for the elementary school site within the Specific Plan, including coordination of such efforts with other landowners and the City.

(d) For the Middle School Site the District shall provide written notice to the Developer of its intent to purchase the property within twelve (12) months of the District-wide middle school enrollment reaching 2000 students. The Parties anticipate the District will close escrow on the Middle School Site no later than twelve (12) months after the District provides written notification of its intent to acquire the Middle School Site; however, the date of the close of escrow on the Middle School Site shall be dictated by a separate purchase and sale agreement as contemplated by Section 3.3.

(e) For the High School Site the District shall provide written notice to the Developer of its intent to purchase the property within twelve (12) months of the District-wide high school enrollment reaching 3750 students. The Parties anticipate the District will close escrow on the High School Site no later than twelve (12) months after the District provides written notification of its intent to acquire the High School Site; however, the date of the close of escrow on the High School Site shall be dictated by a separate purchase and sale agreement as contemplated by Section 3.3.

Section 3.2 Approval of School Site(s). If, after the District provides written notification of its intent to acquire the High School Site, the owner(s) of the northernmost eight (8) acres of the High School Site, as set forth in **Exhibit A**, will not agree to sell their portions of the High School Site to the District, the reduced size Developer-owned 40.87 acres shall constitute the High School Site, subject to all other conditions of this Agreement, including that the High School Site is useable land upon which high school facilities can be constructed (i.e. no portion of the land is unusable due to topography or other environmental conditions).

Each of the School Sites shall be subject to final approval by the California Department of Education (“**CDE**”) and the District shall not be required to acquire a

School Site if CDE determines the School Site is unacceptable. If CDE does not approve a School Site, Developer shall use its reasonable good faith efforts to assist the District in finding a different location for the school site within the Specific Plan, including coordination of such efforts with other landowners and the City.

To complete its investigation of the School Sites, Developer and Owners shall provide District a license to access the School Sites. District shall provide Developer forty-eight (48) hours' notice prior to accessing the School Sites and shall notify the Developer, in writing, if it intends to conduct any testing on the Property. The District shall indemnify and hold Developer and Owners harmless from and against any and all costs, expenses, claims, demands, losses, injuries or liens, arising from or in any fashion related to the entry and conduct by the District, its representatives, employees or invitees on the School Sites relating to any testing or investigations of the School Sites except with respect to any loss or liability incurred by Developer or Owner resulting from the mere discovery by the District of the presence of hazardous materials at the School Sites or the existence of other defects with respect to the School Sites.

Section 3.3 Valuation and Purchase of School Site. The underlying zoning of each School Site shall be Village Low Density Residential or VLDR as identified in the Specific Plan. The purchase price for each School Site shall be the fair market value of each School Site based upon an appraisal process to be agreed upon between the Parties. Acquisition of each School Site by the District shall be subject to a separate purchase and sale agreement between the parties related to each specific School Site. The District shall have the right to purchase any of the School Sites on or before the expiration of the Village 5 Specific Plan Development Agreement, including any extension thereto granted by the City of Lincoln.

#### **ARTICLE IV** **MISCELLANEOUS PROVISIONS**

Section 4.1 Agreement Runs with Land. This Agreement is created for the benefit of Developer, Owners, and the Project. Subject to the limitations set forth herein, the covenants of this Agreement shall run with the land constituting the Project. Developer and Owners agree for the benefit of District that the Project, as described in **Exhibit B** hereto, shall be held, transferred, and encumbered subject to the provisions of this Agreement which are for the use and benefit of the Parties, the Project and of every person who now or in the future owns any portion or portions of the Project. Subject to Section 4.20 below, any Party to this Agreement may cause this Agreement to be recorded with the Recorder's Office of Placer County, and shall reasonably cooperate to prepare or provide any further documents and signatures necessary for the recording of the terms of this Agreement.

Section 4.2 Disputes. If a dispute arises relating to the interpretation of, enforcement of, or compliance with the terms of this Agreement, the Parties shall first attempt to resolve such dispute through informal discussions or other alternative means. Any Party may convene such discussions by written notice, and shall reasonably accommodate the other Party with respect to scheduling any such discussion. If the



dispute is not resolved in this manner within thirty (30) days of such written notice, it shall be referred to mediation upon the request of either Party for a period not to exceed an additional thirty (30) days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any Party's obligation to comply with, or right to assert as a defense, any applicable statutes of limitation. The Parties may agree in writing to toll any applicable statutes of limitation for such period as may reasonably be necessary to complete the dispute resolution process outlined in this section.

Section 4.3 Successors and Assignees. All terms and conditions of this Agreement shall be binding upon all successors-in-interest, including without limitation purchasers of all or any part of the Project. In the event that Owners transfer title to all or a portion of the Project, then such successor or assign shall be required to fulfill Owners' obligations under this Agreement for that certain portion of the transferred Project. Owner shall be released from the obligations under this Agreement that apply to the transferred portion of the Project. For any portion of the Project that is not transferred, Owners' obligations under this Agreement shall remain in full force and effect. Prior to any such transfer or assignment, Owner shall also notify the District in writing of the name of the successor or assign and all appropriate contact information for the District's records.

Section 4.4 Headings. The headings of this Agreement are for convenience purposes only and shall not limit or define the meaning of the provisions of this Agreement.

Section 4.5 Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California applicable to contracts to be performed wholly within this State. Any dispute arising from the terms and conditions of this Agreement shall be heard by a court of competent jurisdiction located within Placer County.

Section 4.6 Attorneys' Fees and Costs. In the event of any legal proceeding or alternative dispute resolution proceeding, including any lawsuit, action, or proceeding in law or equity, arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs arising from the proceeding, including expert witness fees, not to exceed the total attorneys' fees and costs incurred by the Party incurring fewer fees. The prevailing Party on any appeal shall also be entitled to recover its reasonable attorneys' fees and costs arising out of any such appeal, not to exceed the total attorneys' fees and costs incurred by the Party incurring fewer fees. In addition to the foregoing attorneys' fees and costs, the prevailing Party shall be entitled to its attorneys' fees and costs incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and severable and shall survive the merger of this Agreement into any judgment on this Agreement.

Section 4.7 Construction. The singular includes the plural, "shall" is mandatory, and "may" is permissive. The Parties acknowledge and agree the each of the Parties and each of the Parties' attorneys have participated fully in the negotiation and

drafting of this Agreement. In cases of uncertainty as to the meaning, intent or interpretation of any provision of this Agreement, the Agreement shall be construed without regard to which of the Parties caused, or may have caused, the uncertainty to exist. No presumption shall arise from the fact that particular provisions were or may have been drafted by a specific Party, and prior versions or drafts of this Agreement may be used to interpret the meaning or intent of this Agreement or any provision thereof.

Section 4.8 Notices. Any notice to be given hereunder to either Party shall be in writing and shall be given either by personal delivery (including express or courier service), by receipt-confirmed facsimile, or by registered or certified mail, with return receipt requested and postage prepaid (excluding electronic messaging) and addressed as follows:

To District:

Western Placer Unified School District  
ATTN: SUPERINTENDENT  
600 Sixth Street, Suite 600  
Lincoln, CA 95648  
Fax: 916-645-6582

With a copy to Legal Counsel:

Megan E. Macy  
LOZANO SMITH  
1 Capitol Mall, Suite 640  
Sacramento, CA 95814

To Developer:

Richland Developers, Inc.  
3161 Michelson Drive, Suite 425  
Irvine, CA 92612  
Fax: 916-261-7010

With a copy to Legal Counsel:

Richland Developers, Inc.  
3161 Michelson Drive, Suite 425  
Irvine, CA 92612  
Attn : Legal Department  
Fax : (949) 261-7013

To any Owner:

RMD Land Holdings, LLC  
American Superior Land, LLC

3161 Michelson Drive, Suite 425  
Irvine, CA 92612  
Attn : Legal Department  
Fax : (949) 261-7013

Section 4.9 No Joint Venture. The relationship of the Parties shall be determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create any agency, partnership, joint venture, trust or other relationship with duties or incidents different from those of parties to an arm's-length contract.

Section 4.10 No Further Assurances. Nothing in this Agreement, whether express or implied, is intended to or shall: (a) confer any benefits, rights or remedies under or by reason of this Agreement on any persons or entities other than the express Parties to this Agreement; (b) relieve or discharge the obligation or liability of any person not an express party to this Agreement; or (c) give any person not an express party to this Agreement any right of subrogation or action against any Party to this Agreement.

Section 4.11 Time is of the Essence. Time is of the essence in the performance of each Party's respective obligations under this Agreement.

Section 4.12 Amendments and Waivers. No amendment of, supplement to, or waiver of any obligations under this Agreement shall be enforceable or admissible unless set forth in writing signed by the Party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated in a writing signed by the Parties.

Section 4.13 Entire Agreement. This Agreement sets forth the entire understanding of the Parties relating to the transactions it contemplates, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations, or warranties relating to them except those expressly set forth in this Agreement.

Section 4.14 Severability. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties.

Section 4.15 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single document which shall be deemed an original document. Consolidated signature pages shall be compiled by District and forwarded to Developer to constitute the Developer's executed copy of the Agreement.

Section 4.16 Signatures. By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the Party on whose behalf he or she is signing.

Section 4.17 Eminent Domain. Nothing in the Agreement shall prevent the District from exercising its rights of eminent domain pursuant to law.

Section 4.18 City Approvals. This Agreement is conditioned upon the City of Lincoln adopting all Project entitlements for the Village 5 project, including but not limited to the certification of the Environmental Impact Report, approval of the Development Agreement, and approval of the Specific Plan, and the approval of the City's application for annexation to the Placer County Local Agency Formation Commission for annexation of the Project no later than December 31, 2018. If the City certifies the EIR and adopts all entitlements but reduces the aggregate number of Developer's and any Owner's Residential Units within the Specific Plan by 500 or less, and the City's application for annexation is approved by LAFCO, this Agreement shall remain in full force and effect. However, if City reduces the number of Developer's or any Owner's Residential Units within the Specific Plan by 501 or more, this Agreement shall terminate, and the Parties will be required to negotiate a new Mitigation Fee Agreement, which shall be substantially consistent with this Agreement, prior to Developer or any Owner proceeding with development of the Project.

Section 4.19 Represented by Counsel. Each Party hereto acknowledges that it has been represented by legal counsel, or had the opportunity to obtain legal counsel and consciously chose not to obtain it, in the negotiation, drafting, and execution of this Agreement.

Section 4.20 Recordation. This Agreement shall not be recorded unless and until the Village 5 Specific Plan has been adopted and recorded with the Placer County Recorder's Office, and the Village 5 Specific Plan area has been annexed into the City. In the event Developer or any Owner acquires additional property within the Specific Plan after the Specific Plan has been adopted and recorded with the Placer County Recorder's Office and the Plan Area has been annexed, Developer or such Owner agrees to record this Agreement, as binding against title, to that newly-acquired land within 30 days of close of escrow. The Parties shall work cooperatively to execute any amendment to this Agreement or other documents necessary to make this Agreement binding upon such property.

**IN WITNESS WHEREOF**, this Agreement has been entered into by and between the Parties as of the Effective Date.


**[SIGNATURES ON FOLLOWING PAGE]**

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEVELOPER**

**RICHLAND DEVELOPERS, INC.**

By:  \_\_\_\_\_  
Name: **John C. Troutman**  
Title: **Vice President**

**OWNERS**

**RMD LAND HOLDINGS, LLC**

By:  \_\_\_\_\_  
Name: **John C. Troutman**  
Title: **Vice President**

**AMERICAN SUPERIOR LAND, LLC**

By:  \_\_\_\_\_  
Name: **John C. Troutman**  
Title: **Vice President**

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

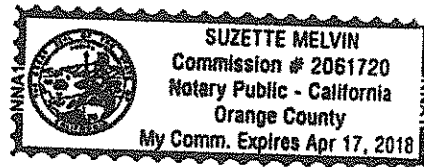
State of California  
County of Orange

On November 28, 2017 before me, Suzette Melvin, Notary Public personally appeared John C. Troutman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

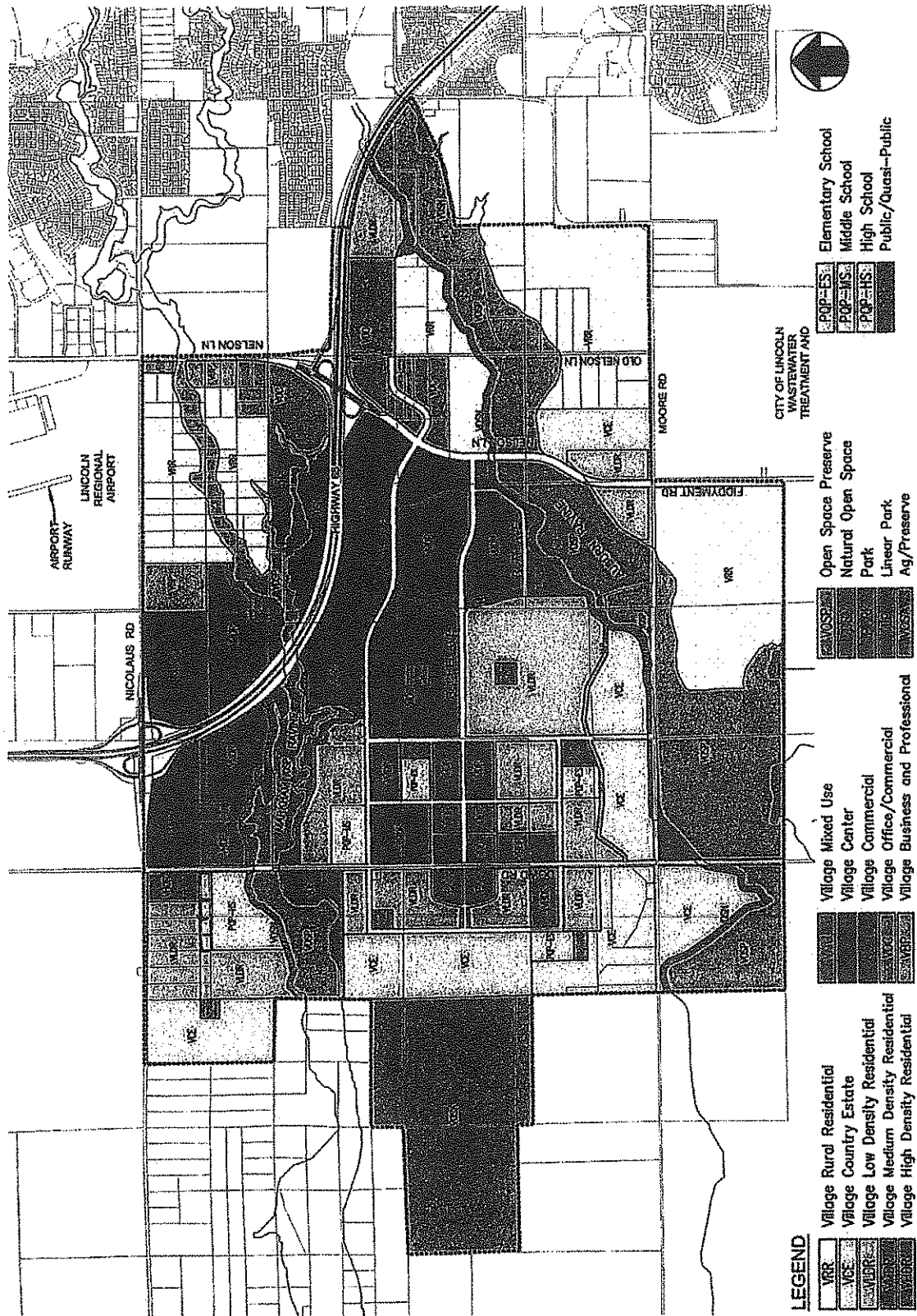
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Suzette Melvin



# EXHIBIT A



## V5SP LAND USE PLAN

## **EXHIBIT B**

### **Project Description**

The Village 5 Specific Plan ("Specific Plan" or "Plan Area") is located on the southwestern boundary of the Lincoln city limits, in south Placer County. It is bisected by two natural ravines – Auburn Ravine in the south and Markham Ravine in the north, as well as by Highway 65. The Lincoln Airport is located to the north of the Plan Area and there are various compatibility zones applicable to the Specific Plan.

The Village 5 Specific Plan offers a blend of land uses and housing options that compliment walkable neighborhoods, develops a master planned community that ensures a strong sense of place and protects existing natural ecosystems and rural heritage. All new infrastructure including roads, water (potable and reclaimed), sewer, storm drainage, and other utilities will be constructed and connect to existing City facilities.

The Plan Area will allow for approximately 8,200 dwelling units of varying types and densities, as well as 4.6 million square feet of employment and commercial services land uses. The Specific Plan also proposes approximately 170 acres of parks (including a Regional Sports Complex) and upwards of 1,400 acres of open space along the ravines, including pedestrian and bicycle trails throughout. Five school sites are reserved throughout the Plan Area to accommodate a new population of students, including, three (3) elementary schools, one (1) middle school, and (1) high school.



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

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

**DISTRICT GLOBAL GOALS**

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:**  
District Voting Representative

**AGENDA ITEM AREA:**  
Action

**REQUESTED BY:**  
Scott Leaman  
Superintendent

**ENCLOSURES:**  
Yes

**DEPARTMENT:**  
Administration

**FINANCIAL INPUT/SOURCE:**  
N/A

**MEETING DATE:**  
December 5, 2017

**ROLL CALL REQUIRED:**  
No

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**BACKGROUND:**

Placer County Office of Education requires a voting representative from each district to vote on the Placer County Committee. The Board of Trustees is required to select one voting representative from the current Board of Trustees.

**ADMINISTRATION RECOMMENDATION:**

The administration recommends the Board of Trustees select a voting representative.

## Memorandum

Date: October 31, 2017  
To: District Superintendents & Sierra College President  
From: Gayle Garbolino-Mojica, County Superintendent of Schools  
RE: County Committee District Voting Representative Selection for 2018

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Please remember to have your board select, at its upcoming December Organizational Meeting, the Voting Representative who will vote to elect members to the Placer County Committee on School District Organization for 2018. The election will be held in November 2018.

Following the selection of your district's Voting Representative, please complete and return this form no later than January 8, 2018 to Jessica Garlock at [jgarlock@placercoe.k12.ca.us](mailto:jgarlock@placercoe.k12.ca.us) or via fax at 1-888-292-4936.

Please contact my office if you have any questions. Thank you.

GGM/jg

cc: District Secretaries

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Please use the following section to designate the name of the voting representative from your district who has been selected to elect individuals to the Placer County Committee on School District Organization at the 2018 Meeting of District Voting Representatives.

District Name: Western Placer Unified School District

Submitted By: Rosemary Knutson

Date: 12/6/17

***Designated Board Member Voting Representative Information:***

Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

**DISTRICT GLOBAL GOALS**

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

**SUBJECT:**

Adoption of Revised/New  
Policies/Regulations/Exhibits

**AGENDA ITEM AREA:**

Action

**REQUESTED BY:**

Scott Leaman  
Superintendent

**ENCLOSURES:**

Yes

**DEPARTMENT:**

Administration

**FINANCIAL INPUT/SOURCE:**

N/A

**MEETING DATE:**

December 5, 2017

**ROLL CALL REQUIRED:**

No

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**BACKGROUND:**

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

- AR 4112.22 Staff Teaching English Learners
- BP/AR 5113 Absences and Excuses
- E 5145.6 Parental Notifications
- BP/AR 5148.2 Before/After School Programs

**RECOMMENDATION:**

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

# MANUAL MAINTENANCE GUIDESHEET

March 2017

Page 1 of 1

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

## **AR 4112.22 - Staff Teaching English Learners**

(AR revised)

Regulation updated to revise definition of "English learner" pursuant to Proposition 58 (2016). Regulation also deletes material regarding the Certificate of Staff Development issued by the Commission on Teacher Credentialing and provides a general paragraph applicable to multiple types of authorizations to teach English learners. Title of regulation updated to reflect current terminology.

## **BP/AR 5113 - Absences and Excuses**

(BP/AR revised)

Policy updated to reflect the requirement for a board resolution approving reasonable methods by which students can verify absences due to illness or quarantine. Policy also deletes section on "Effect of Absence on Grades/Credits," as that material is covered in BP/AR 5121 - Grades/Evaluation of Student Achievement and BP 6154 - Homework/Makeup Work. Regulation updated to reflect NEW LAW (AB 1593, 2016) which provides that a student's attendance at his/her own naturalization ceremony constitutes an excused absence. Regulation also includes parent notification requirement formerly in BP, and adds notifications that a student may be excused for religious exercises or instruction and that a student's grade will not be lowered following an excused absence provided that missed schoolwork is completed within a reasonable period of time.

## **E 5145.6 - Parental Notifications**

(E revised)

Exhibit updated to reflect NEW LAWS adding parental notifications related to language acquisition programs (Proposition 58, 2016), involuntary transfer of a student convicted of violent felony or firearms-related misdemeanor (SB 1343, 2016), enrollment priorities for homeless and foster youth in before/after school programs (AB 2615, 2016), and exemption from local graduation requirements for former juvenile court school students (AB 2306, 2016). Exhibit also deletes notification related to structured English immersion programs pursuant to Proposition 58, and updates legal citations and referenced CSBA sample policies/regulations.

## **BP/AR 5148.2 - Before/After School Programs**

(BP/AR revised)

Policy and regulation updated to reflect NEW LAW (AB 2615, 2016) which permits districts to charge a family fee for participation in an ASES, 21st CCLC, or ASSETs program, as long as the fee is waived or reduced for low-income families and, effective July 1, 2017, the fee is not charged for a homeless or foster youth. Policy also links program content with goals in the district's LCAP, and includes material formerly in AR related to priorities for establishing district programs consistent with state and federal priorities for funding programs. Regulation also reflects provisions of AB 2615 which require first priority for enrollment, beginning July 1, 2017, to be given to students identified as homeless or foster youth and require ASSETs programs to provide for access to computers and technology.

**STAFF TEACHING STUDENTS OF LIMITED ENGLISH PROFICIENCY****Definitions**

*English learner* means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, ~~does not speak English or whose native language is a language other than not English, and who comes from an environment where a language other than English is dominant. is not currently able to perform ordinary classroom work in English.~~ (Education Code 306; 20 USC 7801)

*Instruction for English language development (ELD)* means instruction designed specifically for English learners to develop their listening, speaking, reading, and writing skills in English. (Education Code 44253.2)

*Specially designed academic instruction in English (SDAIE)* means instruction in a subject area, delivered in English that is specially designed to meet the needs of English learners. (Education Code 44253.2)

*Primary language instruction* includes both *primary language development* designed to develop English learners' listening, speaking, reading and writing skills in their primary language and *content instruction delivered in the primary language* in any subject area. (Education Code 44253.2)

(cf. 6174 – Education for English Language Learners)

**Teacher Qualifications**

~~The Superintendent or designee shall ensure that a teacher with one or more English language in his/her class~~ **Only a teacher who possesses an English learner appropriate authorization issued by the Commission on Teacher Credentialing (CTC) authorizing shall provide ELD, and SDAIE, as appropriate. A teacher possessing a bilingual authorization may be assigned to provide ELD, SDAIE, and/or primary language instruction in a class with one or more English learners.**

(cf. 1312.4 – Williams Uniform Complaint Procedures)

(cf. 4112.2 - Certification)

(cf. 4112.21 - Interns)

(cf. 4112.24 – Teacher Qualifications Under the No Child Left Behind Act)

## STAFF TEACHING STUDENTS OF LIMITED ENGLISH PROFICIENCY (continued)

*(cf. 4113 - Assignment)*

*(cf. 4131 – Staff Development)*

*(cf. 4222 - Teacher Aides/Paraprofessionals)*

~~A teacher with a designated subjects teaching credential or a service credential with a special class authorization may enroll in a CTC approved staff development program and, upon successful completion, may apply to the CTC for a Certificate of Completion of Staff Development authorizing instruction in SDAIE. (Education Code 44253.11)~~

~~*(cf. 4131 – Staff Development)*~~

The Governing Board **district** may, for the purpose of providing primary language instruction, hire bilingual teachers who are employed in public or private schools of a foreign country, state, territory, or possession, provided such teachers speak English fluently and hold the necessary sojourn credential issued by the CTC. After the initial two-year sojourn credential expires, the teacher may annually apply to the CTC for an extension for a total period of not more than five years. Any application for renewal shall include verification by the Superintendent or designee that termination of the employment would adversely affect an existing bilingual program and that attempts to secure the employment of a qualified certificated California teacher have been unsuccessful. (Education Code 44856)

### *Legal Reference:*

#### EDUCATION CODE

306 Definition, English learner

44253.1 -44253.1140 ~~Certification~~ **Qualifications for teachers of English learners bilingual-crosscultural competence**

44258.9 County superintendent review of teacher assignment

44259.5 Standards for teachers of all students, including English language learners

44380-44386 Alternative certification

44856 Employment of teachers from foreign countries

52160-52178 Bilingual-Bicultural Act of 1976

52180-52186 Bilingual teacher training assistance program

62001-62005.5 Evaluation and sunseting of programs

~~99230-99242 Mathematics and Reading Professional Development Program~~

#### CODE OF REGULATIONS, TITLE 5

~~6100-6125 Teacher qualifications, No Child Left Behind Act~~

80015 Requirements for the CLAD certification or English learner authorization

80015.1-80015.4 Requirements for CLAD, English learner authorization or bilingual authorization

80021 Short-Term Staff Permit

80021.1 Provisional Internship Program

80024.7-80024.8 Emergency CLAD and bilingual permits

*Legal Reference: (continued on next page)*

**STAFF TEACHING STUDENTS OF LIMITED ENGLISH PROFICIENCY**  
(continued)

*Legal Reference: (continued)*

UNITED STATES CODE, TITLE 20

6319 Highly-qualified teachers

6601-6651 Training and recruiting high-quality teachers

6801-7014 Language instruction for English learners and immigrant students

7801 Definitions, highly-qualified teacher Definition of English learner

CODE OF FEDERAL REGULATIONS, TITLE 34

200.55-200.57 Highly-qualified teachers

COURT DECISIONS

Teresa P. et al v. Berkeley Unified School District et al (1989) 724 F.Supp. 698

*Management Resources:*

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Administrator's Assignment Manual

Frequently Asked Questions Concerning Appropriate Assignment and Authorizations to Serve English Learners in California

CL-622 Serving English Learners, December 2010

CL-626B Bilingual Authorizations, November 2010

CL-626C Crosscultural, Language and Academic Development (CLAD) Certificate, November 2010

CL-568 The Sojourn Certificated Employee Credential, August 2009

CL-824 Certificate of Completion of Staff Development

WEB SITES

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

California Association for Bilingual Education: <http://www.bilingualeducation.org>

California Department of Education, English Learners: <http://www.cde.ca.gov/sp/el>

California Teachers of English to Speakers of Other Languages: <http://www.catesol.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

U.S. Department of Education: <http://www.ed.gov>

Regulation  
approved: October 21, 2008  
revised: September 1, 2015  
revised: December 5, 2017

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**  
Lincoln, California

**ABSENCES AND EXCUSES****Excused Absences**

A student's absence shall be excused for the following reasons:

1. Personal illness (Education Code 48205)
2. Quarantine under the direction of a county or city health officer (Education Code 48205)

*(cf. 5112.2 - Exclusions from Attendance)*

3. Medical, dental, optometrical, or chiropractic appointments (Education Code 48205)
4. Attendance at funeral services for a member of the immediate family, which shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)

"Immediate family" shall be defined as mother, father, grandmother, grandfather, spouse, son/son-in-law, daughter/daughter-in-law, brother, sister or any relative living in the student's immediate household. (Education Code 45194, 48205)

5. Jury duty in the manner provided by law (Education Code 48205)
6. The illness or medical appointment during school hours of a child to whom the student is the custodial parent (Education Code 48205)

*(cf. 5146 - Married/Pregnant/Parenting Students)*

7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including but not limited to: (Education Code 48205)
  - a. Appearance in court
  - b. Attendance at a funeral service
  - c. Observation of a holiday or ceremony of his/her religion
  - d. Attendance at religious retreats not to exceed four hours per semester
  - e. Attendance at an employment conference
  - f. Attendance at an educational conference offered by a nonprofit organization on the legislative or judicial process



**ABSENCES AND EXCUSES (continued)**

8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)

*(cf. 6142.3 - Civic Education)*

9. To spend time with his/her immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)

*(cf. 6173.2 - Education of Children of Military Families)*

10. **To attend his/her naturalization ceremony to become a United States citizen. (Education Code 48205)**

110. Participation in religious exercises or to receive moral and religious instruction in accordance with district policy, **subject to the following conditions:** (Education Code 46014)

- a. **The student's parent/guardian shall provide written consent for the absence.**
- ab. ~~In such instances,~~ The student shall attend at least the minimum school day
- bc. The student shall be excused **from school** for this purpose on no more than four days per school month

*(cf. 6141.2 - Recognition of Religious Beliefs and Customs)*

**Method of Verification**

When students who have been absent return to school, he/she shall present a satisfactory explanation verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having control of the minor, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

The following methods may be used to verify student absences:

1. Written note, fax, email, or voice mail from parent/guardian, or parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:

**ABSENCES AND EXCUSES (continued)**

- a. Name of student
  - b. Name of parent/guardian or parent representative
  - c. Name of verifying employee
  - d. Date(s) of absence
  - e. Reason for absence
3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and, include the information specified in item #2 above.
4. Physician's verification
  - a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may contact a medical office to confirm the time of the appointment.
  - b. When a student has had 14 absences in the school year for illness verified by methods listed in #1-3 above, any further absences for illness must be verified by a physician.

**ABSENCES AND EXCUSES**

The Board of Trustees believes that regular attendance plays an important role in student achievement. The Board shall work with parents/guardians and students to ensure their compliance with all state attendance laws and may use appropriate legal means to correct the problems of chronic absence or truancy.

*(cf. 5112.1 - Exemptions from Attendance)*

*(cf. 5112.2 - Exclusions from Attendance)*

*(cf. 5113.1 - Chronic Absence and Truancy)*

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

*(cf. 6154 - Homework/Makeup Work)*

**Excused Absences**

Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as permitted by law, Board policy and administration regulations. (Education Code 48205)

**Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to law and administrative regulation. (Education Code 46014)**

Inasmuch as class participation is an integral part of students' learning experiences, parents/guardians and students shall be encouraged to schedule medical and other appointments during non-school hours.

~~At the beginning of each school year, the Superintendent or designee shall send a notification to the parents/guardians of all students, and to all students in grades 7-12, informing them that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian. (Education Code 46010.1)~~

~~*(cf. 5145.6 - Parental Notifications)*~~

Students shall not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency or, as authorized pursuant to Education Code 46010.0, for a confidential medical appointment.

~~Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to law and administrative regulations. (Education Code 46014)~~

**Effect of Absence on Grades/Credits**

~~If a student's absence is excused under Education Code 48205, he/she shall be allowed to complete any missed assignment or test that can be reasonably given, as determined by the teacher of that class. The student shall be given full credit for the assignment or test if he/she~~

**ABSENCES AND EXCUSES (continued)**

~~satisfactorily completes the assignment or test within a reasonable period of time. (Education Code 48205)~~

~~A student's grades may be affected by excessive unexcused absences in accordance with Board policy.~~

~~(cf. 5121 Grades/Evaluation of Student Achievement)~~

~~(cf. 6154 Homework/Makeup Work)~~

**The Board shall, by resolution entered into its minutes, approve reasonable methods that may be used to verify student absences due to illness or quarantine. (5 CCR 421)**

*Legal Reference:*

**EDUCATION CODE**

1740 Employment of personnel to supervise attendance (county superintendent)

2550-2558.6 Computation of revenue limits

37201 School month

37223 Weekend classes

41601 Reports of average daily attendance

42238-42250.1 Apportionments

46000 Records (attendance)

46010-46014 Absences

46100-46119 Attendance in kindergarten and elementary schools

46140-46147 Attendance in junior high and high schools

48200-48208 Children ages 6-18 (compulsory full-time attendance)

48210-48216 Exclusions from attendance

48240-48246 Supervisors of attendance

48260-48273 Truants

48292 Filing complaint against parent

48320-48324 School attendance review boards

48340-48341 Improvement of student attendance

**48980 Parental notifications**

49067 Unexcused absences as cause of failing grade

49701 Provisions of the interstate compact on educational opportunities for military children

*Legal Reference: (continued on next page)*

## ABSENCES AND EXCUSES (continued)

### *Legal Reference: (continued)*

#### ELECTIONS CODE

12302 Student participation on precinct boards

#### FAMILY CODE

6920-6929 Consent by minor *for medical treatment*

#### VEHICLE CODE

13202.7 Driving privileges; minors; suspension or delay for habitual truancy

#### WELFARE AND INSTITUTIONS CODE

601-601.4 Habitually truant minors

11253.5 Compulsory school attendance

#### CODE OF REGULATIONS, TITLE 5

306 Explanation of absence

420-421 Record of verification of absence due to illness and other causes

#### ATTORNEY GENERAL OPINIONS

87 *Ops. Cal. Atty. Gen.* 168 (2004)

66 *Ops. Cal. Atty. Gen.* 245, 249 (1983)

#### COURT DECISIONS

*American Academy of Pediatrics et al v. Lungren et al* (1997) 16 Cal.4th 307

### *Management Resources:*

#### CSBA PUBLICATIONS

*Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010*

#### WEB SITES

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

Policy  
adopted: September 4, 2007  
revised: January 20, 2015  
revised: December 5, 2017

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**  
Lincoln, California

**PARENTAL NOTIFICATIONS**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. <u>Annually</u></b>			
<b>Beginning of each school year</b>	<b>Education Code 310</b>	<b>BP 6174 AR 6142.2</b>	<b>Information on the district's language acquisition programs</b>
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if district has no web site and uses certain pesticides, integrated pest management plan
By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
Beginning of each school year	Education Code 46010.1	BP 5113	Absence for confidential medical services
<b>Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school</b>	<b>Education Code 48929, 48980</b>	<b>BP 5116.2</b>	<b>District policy authorizing transfer</b>
Beginning of each school Year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5 5 CCR 4917	AR 5145.7	<b>Copy of Sexual harassment policy as related to students</b>
Beginning of each school Year	Education Code 48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 44980, 35160.5, 46600-46611, 48204, 48301, 48350-48361	AR 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. <u>Annually</u> (continued)</b>			
Beginning of each school Year, if Board allows such absence	Education Code 48980, 46014	<del>BP 5113</del> AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	<del>BP 5113</del> AR 5113 ARBP 6154	Excused absences; grade/ credit cannot be reduced due to excused absence if work or test has been completed; <b>full text of Education Code 48205</b>
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/ hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	School Immunizations program
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies
Beginning of each school year	Education Code 49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. <u>Annually</u> (continued)</b>			
Beginning of each school year	Education Code 49063, 49073 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year	Education Code 49520, 48980 42 USC 1758; 7 CFR 245.5	AR 3553	Free and reduced price meals
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; <b>inspection rights and procedures</b>
Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school Year	Education Code 58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 852; Education Code 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year, if districts receives Title I funds	20 USC 6312-4 34 UFR 200.61	ARBP 4112.24 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination



**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. <u>Annually</u> (continued)</b>			
Beginning of each School year to parent, teacher, and employee organizations or, in <b>their</b> absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress
<b>II. <u>At Specific Times During the Student's Academic Career</u></b>			
Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	BP 6164.2	Course selection and career counseling
<b>Upon a student's enrollment</b>	<b>Education Code 310</b>	<b>BP 6174 AR 6142.2</b>	<b>Information on the district's language acquisition programs</b>
When child first enrolls in a public school, if the school offers a fingerprinting program	Education Code 32390, 48980	AR 5142.1	Fingerprinting program
When participating in driver training courses under the jurisdiction of the district	Education Code 35211	None	Civil liability, insurance coverage
Upon registration, in K-6, if students have not previously been transported	Education Code 39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
Beginning of each school year for high school students, if high school is open campus	Education Code 44808.5, 48980	AR 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	Education Code 48980, 51225.3	AR 6146.1	How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria
<b>Upon a student's enrollment</b>	<b>Education Code 49063</b>	<b>AR 5125 AR 5125.3</b>	<b>Specified rights related to student records</b>
When students entering grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes.

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>II. <u>At Specific Times During the Student's Academic Career</u> (continued)</b>			
When in kindergarten or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health agency contact, privacy rights
Beginning of each school year for students in grades 9-12	Education Code 51229, 48980	AR 6143	College admission requirements, UC and CSU web sites that list certified courses, description of CTE Internet address, how students may meet with counselors
Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education; right to view A/V materials, <del>who's teaching, request specific</del> <b>whether taught by district staff or outside consultants, right to request specific</b> Education Code sections, right to excuse
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, <b>within 20 working</b> days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
By October 15 for students in grade 12	Education Code 69432.9	AR 5121 AR 5125	Forwarding of student's grade point average to Cal Grant program; timeline to opt out
When child is enrolled in kindergarten	Health & Safety Code 124100, 124105	AR 5141.32	Health screening examination
To students in grades 11 and 12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412
To secondary students if district receives Title I funds	20 USC 7908	AR 5125.1	Request <b>that</b> district not release name, address, phone number of child to military recruiters without prior written consent

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. <u>When Special Circumstances Occur</u></b>			
In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a compliant alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate
When student is identified as English learner and district receives <b>Title I or Title III funds for English learner programs</b> , not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 440; 20 USC 7012 6312	AR 6174	Reason for classification, level of English proficiency, description of program(s), option to decline program or choose alternate, <b>option to remove student from program at any time</b> , exit requirements of program
<b>When homeless or foster youth applies for enrollment in before/after school program</b>	Education Code 8483	AR 5148.2	<b>Right to priority enrollment; how to request priority enrollment</b>
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
To members of athletic Teams	Education Code 32221.5	AR 5143	Offer of insurance, no-cost and low-cost program options
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3112	Advertising will be used in the classroom or learning center

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
At least six months before implementing uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniform
Before implementing a your-round schedule	Education Code 37616	BP 6117	<b>Public hearing on</b> your-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	Education Code 48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2 BP 5141.33	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified a truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference
When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When a school is identified on the state's Open Enrollment List	Education Code 48354; 5 CCR 4702	AR 5118	Student's option to transfer to another school
Within 60 days of receiving application for transfer out of open enrollment school	Education Code 48357; 5 CCR 4702	AR 5118	Whether student's transfer application is accepted or rejected; reasons for rejection
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, <b>premises-unless taken into custody as victim of suspected child abuse</b>
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1. 48918	BP 5119	Hearing re: possible danger presented by expelled student

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
<b>At least</b> 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
<b>Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school</b>	<b>Education Code 48929, 48980</b>	<b>BP 5116.2</b>	<b>Right to request a meeting with principal or designee</b>
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	Education Code 49068	AR 5125	Right to receive copy of student's record and to challenge its content
<b>When parent/guardian's challenge of student record is denied and parent/guardian appeals</b>	<b>Education Code 49070</b>	<b>AR 5125.3</b>	<b>If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection</b>
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting a truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
To person holding educational rights, within 30 days of foster youth's <b>homeless youth, or former juvenile court school student being transferred</b> between high schools	Education Code 51225.1	<b>BP 6146.1</b> AR 6173 AR 6173.1 <b>AR 6173.3</b>	Exemption from local graduation requirements, effect on college admission, option for fifth year of high school
Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
<del>Within</del> <b>At least 14 days of before</b> HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV/ <del>AIDS</del> <b>prevention</b> or sexual health <del>education</del> by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Healthy & Safety Code 1596.857	AR 5148	Parent/guardian right to enter facility
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When sharing student immunization information with an immunization system	Health & Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency; acceptable use of the information; right to examine; right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to Complaint re: discrimination special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services
Upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service



**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/ subject taught	20 USC <del>6311</del> 6312	AR <del>4112.24</del> 4112.2	Timely notice to parent/ guardian of child's assignment
For schools receiving Title I funds, not later than 30 days after beginning of school year, to parents of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English exit requirements, right to choose other program
For schools receiving Title I funds, upon development of parent involvement policy	20 USC <del>6312</del> 6316	AR 6020	Notice of policy
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 246.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; <del>right to</del> appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal
When student transfers Out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures
<b>IV. Special Education Notices</b>			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, Prior written notice, procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who in attendance, participation of others with special knowledge, transition statements if appropriate
When parent orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation or placement, or FAPE, including when parent/guardian revokes consent for services	<del>Education Code</del> 20 USC 1415(c) 34 CFR 300.300 300.503	AR 6159 AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k) 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards
<b>V. Classroom Notices</b>			
In each classroom in each school	Education Code 35186	AR 1312.4 E 1312.4	Complaint rights re: sufficiency instructional materials, teacher vacancy and misassignment, maintenance of facilities

Exhibit  
 version: October 21, 2008  
 revised: September 4, 2012  
 revised: March 17, 2015  
 revised: January 19, 2016  
 revised: January 17, 2017  
 revised: December 5, 2017

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**  
 Lincoln, California

**BEFORE/AFTER SCHOOL PROGRAMS**

The Board of Trustees desires to provide before-school and/or after-school enrichment programs that support the regular education program **in a supervised environment**, and ~~provide safe, constructive alternatives for students.~~ In order to increase academic achievement of participating students, the content of such programs shall be **coordinated** ~~aligned~~ with the district's vision and goals for student learning, its curriculum, and ~~district and state~~ **local control and accountability plan, curriculum, and** academic standards. ~~and shall be integrated with other learning support activities.~~

*(cf. 0000 - Vision)*  
*(cf. 0200 - Goals for the School District)*  
*(cr. 0460 – Local Control and Accountability Plan)*  
*(cf. 5147 - Dropout Prevention)*  
*(cf. 5148 - Child Care and Development)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6162.52 – High School Exit Examination)*  
*(cf. 6176 - Weekend/Saturday Classes)*  
*(cf. 6177 – Summer Learning Programs School)*  
*(cf. 6179 - Supplemental Instruction)*

The district's program shall be planned through a collaborative process that includes parents/guardians, students, representatives of participating schools, governmental agencies including city and county parks and recreation departments, local law enforcement, community organizations, and, if appropriate, the private sector. (Education Code 8422, 8482.5)

**To the extent feasible, the district shall give priority to establishing before-school and/or after-school programs in low-performing schools and/or programs that serve low-income and other at-risk students.**

*(cf. 1020 - Youth Services)*  
*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*  
*(cf. 1700 - Relations Between Private Industry and the Schools)*  
*(cf. 6020 – Parent Involvement)*

~~The establishment of a~~Any program shall be **established shall be** approved by the Board and the principal of each participating school. (Education Code 8421, 8482.3)

The Superintendent or designee shall ensure that all staff who directly supervise students in the district's before-school and/or after-school program possess appropriate knowledge and experience. As needed, staff and volunteers shall receive ongoing training related to their job responsibilities. (Education Code 8483.4)

*(cf. 1240 - Volunteer Assistance)*  
*(cf. 4131 - Staff Development)*  
*(cf. 4222 - Teacher Aides/Paraprofessionals)*

## **BEFORE/AFTER SCHOOL PROGRAMS (continued)**

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

~~The Each~~ program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, the program may include support services that reinforce the educational component and promote student health and well-being, ~~including, but not limited to, drug and violence prevention programs, counseling/guidance services, character education, and programs that promote parent/guardian involvement and family literacy.~~

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 5030 - Student Wellness)*

*(cf. 5131.6 - Alcohol and Other Drugs)*

*(cf. 6142.7 - Physical Education and Activity)*

~~*(cf. 6020 - Parent Involvement)*~~

~~*(cf. 6142.3 - Civic Education)*~~

~~*(cf. 6164.2 - Counseling/Guidance Services)*~~

No fee shall be charged for participation in the program.

The Board and the Superintendent or designee shall monitor student participation rates and shall identify **multiple** measures that shall be used to determine program effectiveness. Such **measures may include, but are not limited to, student as outcome-based data; program self-assessments; feedback from staff, participating students, and parents/guardians; and observations of program activities.** ~~on academic performance, attendance, and positive behavioral changes.~~

*(cf. 0500 - Accountability)*

**Every three years, the Superintendent or designee shall review the after-school program plan, including, but not limited to, program goals, program content and outcome measures. Documentation of the program plan shall be maintained for a minimum of five years.**

*(cf. 3580 - District records)*

*Legal Reference: (see next page)*

## **BEFORE/AFTER SCHOOL PROGRAMS (continued)**

### *Legal Reference:*

#### EDUCATION CODE

8263 Eligibility and priorities for subsidized child development services

8263.4 Enrollment of students ages 11-12 years

8273.1 Family fees, exemptions

8350-8359.1 Programs for CalWORKS recipients

8360-8370 Personnel qualifications

8420-8428 21st Century After-School Program for Teens

~~8460-8480 School-age community child care services~~

8482-8484.6 After School Education and Safety Program

8484.7-8484.9 21st Century Community Learning Centers

~~8488.5-8489.9 Six by Six Before and After-school Program~~

8490-8490.7 Distinguished After School Health Recognition Program

17264 New construction; accommodation of before- and after-school programs

45125 Criminal record check

45330 Paraprofessionals; instructional aides

~~35340-45349~~ 45340-45349 Paraprofessional; instructional aides

49024 Criminal background check; Activity Supervisor Clearance Certificate

49430-49436 Nutrition standards

49540-49546 Child Care Food Program

49553 Free or reduced-price meals

60851.1 Suspension of high school exit examination

69530-69547.9 Cal Grant program

#### UNITED STATES CODE, TITLE 20

6311 State plans

6314 Title I schoolwide programs

~~6319 Program improvement~~

7171-7176 21st Century Community Learning Centers

#### UNITED STATES CODE, TITLE 42

1766-1766a Child and Adult Care Food Program

11434a Education for homeless children and youths

#### CODE OF FEDERAL REGULATIONS, TITLE 7

226.17 Child care center nutrition standards

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Quality Program Improvement Plan for Expanded Learning Programs in California 2016-17, November 2016

Request for Application for Programs Proposing to Serve High School Students, September 2016

21st Century Community Learning Centers (21st CCLC) FAQs Elementary/Middle School Programs, September 2016

A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools, 2014

## **BEFORE/AFTER SCHOOL PROGRAMS (continued)**

### *Management Resources: (continued)*

Quality Standards for Expanded Learning in California, Creating and Implementing a Shared Vision of Quality, 2014

21st Century High School After School Safety and Enrichment for Teens Program Frequently Asked Questions, March 2012

California After School Physical Activity Guidelines, 2009

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

21st Century Community Learning Centers, February 2003

After-School Programs: Keeping Children Safe and Smart, June 2000

### WEB SITES

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

California Department of Education, Before and After School: <http://www.cde.ca.gov/ls/ba>

California Healthy Kids Survey: <https://chks.wested.org>

California School-Age Consortium: <http://calsac.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Partnership for Children and Youth: <http://partnerforchildren.org>

U.S. Department of Agriculture: <http://www.fns.usda.gov/cnd/care/afterschool.htm>

U.S. Department of Education: <http://www.ed.gov>

Policy  
adopted: September 4, 2007  
revised: April 5, 2016  
revised: December 5, 2017

**WESTERN PLACER UNIFIED SCHOOL DISTRICT**  
Lincoln, California

**BEFORE/AFTER SCHOOL PROGRAMS****Grades K-9**

The districts After School Education and Safety (ASES) Program or 21st Century Community Learning Centers (21st CCLC) program ~~may~~ **shall** serve students in **any of** grades K-9 ~~as the district may determine based on local needs.~~ (Education Code 8482.3, ~~8484.7, 8484.75, 8484.8~~)

~~Because priority for state ASES funding is given to programs that serve students in schools in which at least 50 percent of elementary students and 50 percent of middle or junior high school students are eligible for free or reduced-price meals under the National School Lunch program, the district shall, to the extent feasible, establish programs in schools that meet that criteria.~~

~~(cf. 3553 - Free and Reduced Price Meals)~~

The district's 21st CCLC program ~~may serve students in grades K-12. The program shall primarily serve students in Title I schoolwide programs or sere a high percentage of students from low-income families. with priority given to schools that are identified for program improvement under 20 USC 6316 and/or programs that will provide year-round expanded learning opportunities.~~ (Education Code ~~8484.8~~ **20 USC 7173**)

~~(cf. 0520.2 - Title I Program Improvement Schools)~~

~~(cf. 6171 - Title I Programs)~~

The **district's** ASES and 21st CCLC program(s) shall be operated in accordance with the following:

1. Program Elements

- a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3)

~~(cf. 6142.91 - Reading/Language Arts Instruction)~~

~~(cf. 6142.92 - Mathematics Instruction)~~

~~(cf. 6142.93 - Science Instruction)~~

~~(cf. 6154 - Homework/Makeup Work)~~

~~(cf. 6163.4 - Student Use of Technology)~~

- b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, technology, physical fitness, and prevention activities. (Education Code 8482.3)

~~(cf. 5131.6 - Alcohol and Other Drugs)~~

~~(cf. 5131.62 - Tobacco)~~

~~(cf. 6142.6 - Visual and Performing Arts)~~

~~(cf. 6142.7 - Physical Education and Activity)~~

~~(cf. 6178 - Career Technical Education)~~



**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

## 2. Nutrition

- a. If snacks are made available in the program, they shall conform to state nutrition standards specified in Education Code 49430-49434; or 42 USC 1766 as applicable. (Education Code 8482.3; 42 USC 1766-1766a; 7 CFR 226.17)
- b. The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1)

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3554 - Other Food Sales)*

*(cf. 5030 - Student Wellness)*

## 3. Location of Program

- a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3)
- b. When there is a significant barrier to student participation in **either the before school or after-school component** of a program at the school of attendance, the **Superintendent or designee** district may, with the approval of the Superintendent of Public Instruction, provide services at another school site. **Such transfer of services shall occur only if the school to which the program will be transferred agrees to receive students from the transferring school and has an existing grant of the same type as the transferring school, or does not have a 10-percent lower percentage of students eligible for free or reduced-price meals than the transferring school.** A significant barrier includes any either of the following: (Education Code 8482.8)
  - (1) Fewer than 20 students participating in the program component
  - (2) Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation
  - (3) **A reduction in the program grant of an existing school due to its merging into a new school opened by the district or the splitting of its students with a new school**

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

with the regular school program of participating students. (Education Code 8482.8)

*(cf. 3540 - Transportation)*

## 4. Staffing

- a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4, **45330, 45344, 45344.5**)

*(cf. 4222 - Teacher Aides/Paraprofessionals)*

- b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4)

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*

- c. The student-to-staff ratio shall be no more than 20 to 1. (Education Code 8483.4)

## 5. Hours of Operation

- a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1)
- b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483)
- c. ~~A program may be offered during summer, intersession, or vacation days for a minimum of two hours per day for the before-school program or three hours per day for the after-school program. However, when both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2)~~
- d. ~~Each student admitted into a program shall be expected to attend the full number of hours that the program is in operation every day that he/she participates. However, when necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival of~~

**BEFORE/AFTER SCHOOL PROGRAMS (continued)**

~~his/her child for the before-school program or the reasonable early daily release of his/her child from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.~~

**6. Admissions**

- a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6)

*(cf. 0410 – Nondiscrimination in District Programs and Activities)*

- b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following **criteria guidelines**:

- (1) **First Ppriority for enrollment of middle or junior high school students shall be given to students who as homeless youth, as defined by the McKinney-Vento Homeless Assistance Act (42 USC 11434a), at the time they apply for enrollment or at any time during the school year and to students who are identified by the program as being in foster care. attend daily.** (Education Code 8483, 8483.1)

**The district is not required to disenroll a current student in order to secure the enrollment of a student who has priority for enrollment. (Education Code 8483, 8483.1)**

**The district shall inform the parent/guardian of a homeless or foster youth of the right of the child to receive priority enrollment and how to request priority enrollment. (Education Code 8483)**

*(cf. 5145.6 - Parental Notifications)*

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.1 - Education for Foster Youth)*

- (2) **Second Ppriority for enrollment of middle or junior high school students shall be given to students who attend daily. identified as in need of academic remediation or support in accordance with Board policy or administrative regulations.(Education Code 8483, 8483.1)**
  - (3) **Third priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulations.**

**BEFORE/AFTER SCHOOL PROGRAMS (continued)***(cf. 6179 - Supplemental Instruction)*

- (3) Any remaining capacity shall be filled by students selected at random.
- (5) A waiting list shall be established to accommodate additional students if space becomes available.

**7. Attendance/Early Release**

- a. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that he/she participates.
- b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival of his/her child for the before-school program or the reasonable early daily release of his/her child from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

**8. Summer/Intersession/Vacation Programs**

- a. A before-school program operating during summer, intersession, and/or vacation days shall be offered for a minimum of two hours per day. An after-school program offered during summer, intersession, and/or vacation days may be operated for either three hours or six hours per day in accordance with Education Code 8483.76. When both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2, 8483.76)
- b. A program offered during summer, intersession, and/or vacation periods may open eligibility to every student attending a school in the district, with priority for enrollment given to students enrolled in the school that received the grant. (Education Code 8483.76)
- c. To address the needs of students and school closures, the program may be conducted at an off-site location or an alternate school site. The program shall notify the California Department of Education (CDE) of the change of location and shall include a plan to provide safe transportation pursuant to Education Code 8484.6. (Education Code 8483.76)
- d. Any program operating for six hours per day shall provide at least one nutritionally adequate free or reduced-price meal to each eligible student during each program day. (Education Code 8483.76)

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

- e. For any program operating six hours per day, district procedures pertaining to student attendance and early release as specified in item #7 above shall apply. (Education Code 8483.76)

*(cf. 6177 - Summer Learning Programs)*

**Grades 9-12**

The district's 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program may serve students in grades 9-12 **as the district may determine based on local needs.** (Education Code 8421)

~~When feasible, priority shall be placed on establishing programs that serve students in schools that are identified as in need of improvement pursuant to 20 USC 6316.~~

The program shall be operated in accordance with the following:

## 1. Program Elements

- a. The program shall include an academic assistance element that is coordinated with the regular academic program and includes, but is not limited to, at least one of the following: (Education Code 8421)

- (1) Preparation for the high school exit examination

*(cf. 6162.52 - High School Exit Examination)*

- (2) Tutoring

- (3) Career exploration, including activities that help students develop the knowledge and skills that are relevant to their career interests and reinforce academic content

- (4) Homework assistance

- (5) College preparation, including information about the Cal Grant program pursuant to Education Code 69430-69460

- b. The program shall include an enrichment element that may include, but is not limited to: (Education Code 8421)

- (1) Community service

- (2) Career technical education

- (3) Job readiness

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

- (4) Opportunities for mentoring and tutoring younger students
- (5) Service learning
- (6) Arts
- (7) Computer and technology training
- (8) Physical fitness
- (9) Recreation activities

*(cf. 6142.4 - Service Learning/Community Service Classes)*

- c. The program shall include a nutritional snack and/or meal and a physical activity element. (Education Code 8423)
- d. **The program shall provide for access to, and availability of, computers and technology. (Education Code 8423)**
- ed. The Superintendent or designee shall assess students' preferences for program activities. (Education Code 8423)

## 2. Location of Program

- a. The district's program may operate on one or multiple school sites or at another location approved by the CDE. (Education Code 8421)
- b. If applying for a location off school grounds, the Superintendent or designee shall ensure that safe transportation is available for students, if necessary, and the program is at least as available and accessible as similar programs conducted on school sites. (Education Code 8421)

## 3. Hours of Operation

- a. The district's program shall operate for a minimum of 15 hours per week. (Education Code 8421)
- b. The district's program may be operated either after school only or for any combination of after school, before school, weekends, summer, intersession, and vacations. (Education Code 8422)

## **BEFORE/AFTER SCHOOL PROGRAMS (continued)**

### **Volunteers**

The Superintendent or designee may establish a registry of volunteer after-school physical recreation instructors and other before-school and after-school program volunteers. (Education Code 35021.3)

To be included in the registry, a volunteer shall submit to a criminal background check pursuant to Education Code 45125. He/she also shall submit current contact information to the district and shall update that information whenever the information changes. (Education Code 35021.3)

The Superintendent or designee may use a volunteer registered with the district or may select another person to provide physical recreation to students after school hours or to provide other services. (Education Code 35021.3)

### **Reports**

The Superintendent or designee shall annually submit **CDE** outcome-based data, ~~on academic performance, attendance, and positive behavioral changes as required by the CDE~~ including, but not limited to: (Education Code 8427, 8482.3, 8484)

1. **For P**participating students,<sup>1</sup> school day attendance **on an annual basis and program attendance on a semi-annual basis**
2. Evidence of a program quality improvement process that is data driven and based on CDE program quality standards

*(cf. 0500 – Accountability)*