

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

DISTRICT ADMINISTRATION

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

School	<u>STUDENT ENROLLMENT</u>		
	2019-2020 CALPADS	1/8/2020	2/3/2020
Sheridan Elementary (K-5)	64	60	58
First Street Elementary (K-5)	447	455	458
Carlin C. Coppin Elementary (K-5)	441	453	453
Creekside Oaks Elementary (K-5)	609	615	617
Twelve Bridges Elementary (K-5)	652	662	664
Foskett Ranch Elementary (K-5)	412	418	416
Lincoln Crossing Elementary (K-5)	698	697	696
Glen Edwards Middle School (6-8)	869	877	882
Twelve Bridges Middle School (6-8)	830	830	829
Lincoln High School (9-12)	2,071	2,048	2,027
Phoenix High School (10-12)	84	83	91
Atlas (K-12) (new 2019-2020)	40	42	44
SDC Program (18-22)	11	12	12
Non-Public Schools	31	33	33
TOTAL	7259	7,285	7,280

SDC Pre-School

Foskett Ranch	15
First Street/LIP	76

GLOBAL DISTRICT GOALS

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

Western Placer Unified School District

Regular Meeting of the Board of Trustees

February 18, 2020

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

AGENDA

2019-2020 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.

6:30 P.M. START

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. – 3rd Floor Conference Room

2. **COMMUNICATION FROM THE PUBLIC**

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

6:35 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room

- 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Kerry Callahan, Deputy Superintendent of Educational Services

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

- 3.2 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

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

- 3.3 **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**

Student Discipline – Stipulated Expulsion Student #19-20-D

- 3.4 **PERSONNEL**

Public Employee Employment/Discipline/Dismissal/Release-

7:00 P.M.

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

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

Regular Meeting of the Board of Trustees

February 18, 2020

Agenda

- 4.1 **Page 9 - CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Kerry Callahan, Deputy Superintendent of Educational Services
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
- 4.2 **Page 10 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477
- 4.3 **Page 11 - STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
Student Discipline – Stipulated Expulsion Student #19-20-D
- 4.4 **Page 12 - PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release-

5. **Page 14-74 - CONSENT AGENDA**

NOTICE TO THE PUBLIC

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

- 5.1 Certificated Personnel Report
- 5.2 Classified Personnel Report
- 5.3 Approval of Request Leaves of Absence
- 5.4 CARS/Consolidated Application (winter release)
- 5.5 Ratification of Contract with SysCloud and Western Placer Unified School District
- 5.6 Ratify Contract between Capitol Public Finance Group and Western Placer Unified School District - Municipal Security Issuance Services
- 5.7 Ratification of Contract with Empire Mine State Historic Park and Foskett Ranch Elementary School
- 5.8 Ratification of Contract with TNT Fireworks and Lincoln High School
- 5.9 Ratification of Contract with Turkey Creek Golf Club and Western Placer Unified School District – Lincoln High School Golf Team
- 5.10 Ratification of Contract with Cherry Island Golf Course and Western Placer Unified School District – Lincoln High School Golf Team
- 5.11 Ratification of Contract with AMF Rocklin Lanes and Glen Edwards Middle School
- 5.12 Disposal of Surplus Items
- 5.13 Student Discipline - Stipulated Expulsion Student #19-20-D

Roll call vote:

Regular Meeting of the Board of Trustees

February 18, 2020

Agenda

6. COMMUNICATION FROM THE PUBLIC

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7. REPORTS & COMMUNICATION

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

8. ♦ ACTION ♦ DISCUSSION ♦ INFORMATION

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

8.1 Discussion *Page 76 – **RECEIPT OF THE 2018-19 MEASURE A AND MEASURE N GENERAL OBLIGATION BONDS AUDITED FINANCIAL STATEMENTS AND PERFORMANCE AUDITS** – Kilpatrick (19-20 G & O Component I, II, III, IV, V)*

8.2 Action *Page 116 – **ADDITIONAL SUNSHINE FOR NEGOTIATIONS REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT (WPUSD) AND THE WESTERN PLACER TEACHER'S ASSOCIATION (WPTA)** – Simon (19-20 G & O Component I, II, III, IV, V)*

8.3 Discussion/
Action *Page 118 – **TEMPORARY CONSTRUCTION EASEMENT**– Leaman (19-20 G & O Component I, II, III, IV, V)*

8.4 Action *Page 124 – **ADOPTION OF REVISED/NEW EXHIBITS/ POLICIES/ REGULATIONS** – Leaman (19-20 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 3250 – Transportation Fees
- BP 3510 – Green School Operations
- BP/AR 3511– Energy and Water Management
- AR 3514 – Environmental Safety
- BP/AR 3540 – Transportation (AR Deleted)
- AR 3320 – Claims and Actions Against the District
- BP/AR 3551 – Food Service Operations/Cafeteria Fund
- BP 1431 – Waivers
- BB 9323 – Meeting Conduct
- BB 9150 – Student Board Members

Regular Meeting of the Board of Trustees
February 18, 2020
Agenda

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.

- School Safety

9.2 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **March 3, 2020 7:00 P.M.**, Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

➤ **March 17, 2020 7:00 P.M.**, Regular Meeting of the Board of Trustees – Phoenix High School, 870 J Street

11. ADJOURNMENT

Accommodating Those Individuals with Special Needs:

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

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

Western Placer Unified School District

CLOSED SESSION AGENDA

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

Date: Tuesday, February 18, 2020

Time: 6:35 P.M.

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

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Bargaining Groups:

WPTA & CSEA Negotiations

Agency Negotiators:

Scott Leaman, Superintendent

Kerry Callahan, Deputy Superintendent of
Educational Services

Gabe Simon, Assistant Superintendent
of Personnel Services

Audrey Kilpatrick, Assistant Superintendent
Business and Operations

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

wp/rk/factform

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BOARD OF TRUSTEE MEETING FACT SHEET**

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SUBJECT:
CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION

AGENDA ITEM AREA:
Disclosure of Action Taken in
Closed Session

REQUESTED BY:
Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of
Educational Services

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 18, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

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

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

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

SUBJECT:

Student Discipline
Stipulated Expulsion
Student #19-20-D

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Chuck Whitecotton
District Hearing Officer

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will take action under consent to approve the Stipulated Expulsion of Student #19-20-D.

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose approve the Stipulated Expulsion of Student #19-20-D.

wp/rk/factform

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

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SUBJECT:

PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/
DISMISSAL/RELEASE

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Gabe Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 18, 2020

ROLL CALL REQUIRED:

Yes

BACKGROUND:

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

RECOMMENDATION:

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

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

REQUESTED BY:

Gabriel Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

February 18, 2020

ROLL CALL REQUIRED:

No

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**

February 18, 2020

CERTIFICATED/MANAGEMENT

NEW HIRES: None

REQUEST FOR LEAVE OF ABSENCE:

1. Name: Afton Stoleson
Position: Science Teacher
FTE: 1.0
Effective: May 22, 2020
Site: Glen Edwards Middle School

RESIGNATIONS: None

CHANGE: None

RETIREMENTS:

1. Name: Cherill Morris
Position: Second Grade Teacher
FTE: 1.0
Effective: June 30, 2020
Site: Twelve Bridges Elementary School
2. Name: Barbara Muskat
Position: Kindergarten
FTE: .5
Effective: June 30, 2020
Site: Twelve Bridges Elementary School

TRANSFERS/PROMOTIONS:

1. Name: Reno Penders
Position: Principal
Site: Scott C. Leaman Elementary School
Effective: February 24, 2020
2. Name: Mark Rodriguez
Position: Interim Principal
Site: Creekside Oaks Elementary School
Effective: February 24, 2020

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

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SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabriel Simon *GS*
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

February 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

February 18, 2020

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. Name:	Reese Zinzun	Effective: 2/10/20
Position:	Grant Funded Instructional Aide	Site: Creekside Oaks Elementary School
FTE:	3.5 hours/5 days a week	Replacement
Days:	10 Months	

TRANSFER/PROMOTION:

1. Name:	Tiffany Brown	Effective: 2/24/20
Position:	Campus/Café Supervisor	Site: Glen Edwards Middle School
FTE:	3.0 hours/5 days a week	Replacement
Days:	10 Months	
2. Name:	Jessica Moore	Effective: 1/27/20
Position:	Health Clerk	Site: Creekside Oaks Elementary School
FTE:	3.0 hours/5 days a week	Replacement
Days:	10 Months	
2. Name:	Kacie White	Effective: 2/3/20
Position:	Paraprofessional	Site: Foskett Ranch Elementary School
FTE:	5.66 hours/5 days a week	Replacement
Days:	10 Months	
3. Name:	Leslie Whitaker-Moss	Effective: 2/3/20
Position:	Food Service Assistant	Site: Lincoln High School
FTE:	3.5 hours/5 days a week	Replacement
Days:	10 Months	

RESIGNATION/RETIREMENT:

1. Name:	Evelia Morales	Effective: 3/31/20
Position:	Food Service Assistant	Site: Foskett Ranch Elementary School
2. Name:	Virginia Nevarez	Effective: 2/18/20
Position:	Instructional Aide	Site: First Street Elementary School

RELEASE:

1. Employee:	CL 19/20.3	Effective: 1/31/20
Position:	Custodian/Groundsman	Released during probationary period

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

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SUBJECT:

Approval of Requests:
Leaves of Absence

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Gabriel Simon
Assist. Superintendent, Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General

MEETING DATE:

February 18, 2020

ROLL CALL REQUIRED:

Yes

BACKGROUND:

The Board of Trustees will take action to approve the request for an unpaid leave of absence.

RECOMMENDATION:

Administration recommends ratification of the request for an unpaid leave of absence.

REQUEST FOR EXTRA PN LEAVE OF ABSENCE:

1. Name: Maria Desantiago
Position: Library/Media Technician
FTE: 7.5 hours

Effective: 1/17/20 through 1/21/2020
Site: First Street Elementary School

REQUEST FOR UNPAID LEAVE OF ABSENCE:

1. Name: Maria Navarrete
Position: Food Service Assistant
FTE: 3.5 hours

Effective: 5/26/20 through 6/5/2020
Site: Lincoln High School

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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SUBJECT:

CARS/Consolidated Application (winter release)

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Deputy Superintendent

ENCLOSURES:

Winter Con App 2020

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

Annual Categorical Revenues

MEETING DATE:

February 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The Consolidated Application (Con App) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in June, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs.

The winter release of the application is submitted in February of each year and contains the district entitlements for each funded program. Out of each state and federal program entitlement, districts allocate funds for indirect costs of administration, for programs operated by the district office, and for programs operated at schools.

Enclosed is WPUSD's winter release of the Con App.

RECOMMENDATION:

Administration recommends that the board approve the winter release of the Con App.

2017-18 Title I, Part A LEA Closeout Report

Report fiscal year expenditures to determine 2017-18 Title I, Part A unspent funds.

CDE Program Contact:

Kevin Donnelly, Federal Programs and Reporting Office, kdonnelly@cde.ca.gov, 916-319-0942

2017-18 Reported Carryover

2017-18 Title I, Part A LEA available allocation	\$754,848
Expenditures through September 30, 2018	\$707,363
Carryover as of September 30, 2018	\$47,485
Amount of funds CDE invoiced the LEA, if applicable	\$0
Adjusted carryover amount	\$47,485

2017-18 Final Expenditures

2017-18 Expenditures as of September 30, 2019 (Including liquidation of obligations not later than 90 days after September 30, 2019)	\$47,485
Amount of unspent funds to be invoiced by CDE	\$0

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2017-18 Title II, Part A Fiscal Year Expenditure Report, Closeout 27 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2017 through September 30, 2019.

CDE Program Contact:

Maxine Wheeler, Standards Implementation Support Office, mwheeler@cde.ca.gov, 916-323-4746

Lisa Fassett, Standards Implementation Support Office, lfassett@cde.ca.gov, 916-323-4963

2017-18 Title II, Part A entitlement	\$154,564
2017-18 Title II, Part A total apportionment issued	\$154,564

Professional Development Expenditures

Professional development for teachers	\$95,431
Professional development for administrators	
All other professional development expenditures	

Recruitment, Training, and Retention Expenditures

Recruitment activities	\$50,451
Training activities	
Retention activities	
All other recruitment, training, and retention expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	\$8,682
Total funds transferred out of Title II, Part A	
Equitable services for nonprofit private schools	
All other allowable expenditures and encumbrances	
Total expenditures and encumbrances	\$154,564
2017-18 Unspent funds	\$0
Note: CDE will invoice the LEA for the unspent 2017-18 total apportionment issued.	

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2017-18 Title III English Learner YTD Expenditure Report, 27 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2017 through September 30, 2019.

CDE Program Contact:

Kevin Webb, Language Policy and Leadership Office, kwebb@cde.ca.gov, 916-323-6257

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and Authorized English Learners Sub-grantee Activities**Required**

Section 3115 (c)(1) To increase the English proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

(1) Upgrading program objectives and effective instruction strategies.

(2) Improving the instruction program for English learners by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.

(3) Providing tutorials and academic or vocational education for English learners and intensified instruction.

(4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.

(5) Improving the English language proficiency and academic achievement of English learners.

(6) Providing community participation programs, family literacy services and parent outreach and training activities to English learners and their families.

(7) Improving the instruction of English learners, which may include English learners with disabilities. Offering early college high school or dual or concurrent enrollment programs or courses designed to help English learners achieve success in postsecondary education.

2017-18 Title III English learner entitlement	\$68,305
2017-18 Title III English learner total apportionment issued amount	\$68,305
Transferred-in amount	\$0
2017-18 Total allocation	\$68,305
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$46,081
2000-2999 Classified personnel salaries	\$214
3000-3999 Employee benefits	\$11,242
4000-4999 Books and supplies	\$605
5000-5999 Services and other operating expenditures	\$8,824
Direct administrative costs (amount cannot exceed 2% of the total apportionment issued amount plus transferred-in amount)	\$0
Indirect costs	\$1,339
Total year-to-date expenditures	\$68,305

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2017-18 Title III English Learner YTD Expenditure Report, 27 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2017 through September 30, 2019.

CDE Program Contact:

Kevin Webb, Language Policy and Leadership Office, kwebb@cde.ca.gov, 916-323-6257

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

2017-18 Unspent funds	\$0
Note: CDE will invoice the LEA for the unspent 2017-18 total allocation.	

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2018-19 Title I, Part A LEA Carryover

Report only expenditures and obligations for fiscal year 2018-19 allocation to determine funds to be carried over.

CDE Program Contact:

Kevin Donnelly, Federal Programs and Reporting Office, kdonnelly@cde.ca.gov, 916-319-0942

Carryover Calculation

2018-19 Title I, Part A LEA allocation	\$695,763
Transferred-in amount	\$0
2018-19 Title I, Part A LEA available allocation	\$695,763
Expenditures and obligations through September 30, 2019	\$662,477
Carryover as of September 30, 2019	\$33,286
Carryover percent as of September 30, 2019	4.78%

*****Warning*****

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2018-19 Title III English Learner YTD Expenditure Report, 18 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2018 through December 31, 2019.

CDE Program Contact:

Kevin Webb, Language Policy and Leadership Office, kwebb@cde.ca.gov, 916-323-6257

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Acts section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2018-19 Title III EL student program allocation	\$63,772
Transferred-in amount	\$0
2018-19 Total allocation	\$63,772
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$40,193
2000-2999 Classified personnel salaries	\$810
3000-3999 Employee benefits	\$12,537
4000-4999 Books and supplies	\$231
5000-5999 Services and other operating expenditures	\$2,533
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$1,126
Total year-to-date expenditures	\$57,430
2018-19 Unspent funds	\$6,342

*****Warning*****

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2018-19 Title III Immigrant YTD Expenditure Report, 18 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2018 through December 31, 2019.

CDE Program Contact:

Kevin Webb, Language Policy and Leadership Office, kwebb@cde.ca.gov, 916-323-6257

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Authorized Title III Immigrant student program activities

An eligible entity receiving funds under the Every Students Succeeds Act section 3114(d)(1) shall use the funds to pay for supplemental activities that provide enhanced instructional opportunities for immigrant children and youth.

Refer to the Program Information link above for authorized Immigrant student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2018-19 Title III Immigrant student program allocation	\$7,278
Transferred-in amount	\$0
2018-19 Total allocation	\$7,278
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$3,162
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$969
4000-4999 Books and supplies	\$2,136
5000-5999 Services and other operating expenditures	\$0
Direct administrative costs (amount should not exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$352
Total year-to-date expenditures	\$6,619
2018-19 Unspent funds	\$659

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2019-20 Title I, Part A LEA Allocation and Reservations

To report LEA required and authorized reservations before distributing funds to schools.

CDE Program Contact:Sylvia Hanna, Federal Programs and Reporting Office, shanna@cde.ca.gov, 916-319-0948Rina DeRose, Federal Programs and Reporting Office, RDeros@cdca.gov, 916-323-0472

2019-20 Title I, Part A LEA allocation (+)	\$674,496
Transferred-in amount (+)	\$0
Nonprofit private school equitable services proportional share amount (-)	\$0
2019-20 Title I, Part A LEA available allocation	\$674,496

Required Reservations

Parent and family engagement (If the allocation is greater than \$500,000, then parent and family engagement equals 1% of the allocation minus the nonprofit private school equitable services proportional share amount.)	\$6,745
School parent and family engagement	\$6,745
LEA parent and family engagement	\$0
* Local neglected institutions Does the LEA have local institutions for neglected children?	No
Local neglected institutions reservation	
* Local delinquent institutions Does the LEA have local institutions for delinquent children?	No
Local delinquent institutions reservation	
Direct or indirect services to homeless children, regardless of their school of attendance	\$9,000

Authorized Reservations

Public school Choice transportation	
Other authorized activities	\$10,000
2019-20 Approved indirect cost rate	5.57%
Indirect cost reservation	\$35,587
Administrative reservation	\$65,587

Reservation Summary

Total LEA required and authorized reservations	\$120,174
School parent and family engagement reservation	\$6,745
Amount available for Title I, Part A school allocations	\$547,577

*****Warning*****

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2019-20 Title II, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title II, Part A Supporting Effective Instruction.

CDE Program Contact:

Arianna Bobadilla (Fiscal), Division Support Office, abobadilla@cde.ca.gov, 916-319-0208

Lisa Fassett (Program), Standards Implementation Support Office, lfassett@cde.ca.gov, 916-323-4963

2019-20 Title II, Part A allocation	\$141,159
Transferred-in amount	\$0
Total funds transferred out of Title II, Part A	\$0
Allocation after transfers	\$141,159
Repayment of funds	\$0
2019-20 Total allocation	\$141,159
Administrative and indirect costs	\$0
Equitable services for nonprofit private schools	\$0
2019-20 Title II, Part A adjusted allocation	\$141,159

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2019-20 Title III English Learner LEA Allocations and Reservations

The purpose of this data collection is to show the total allocation amount available to the LEA for Title III English Learner (EL) student program, and to report required reservations.

CDE Program Contact:

Kevin Webb, Language Policy and Leadership Office, kwebb@cde.ca.gov, 916-323-6257

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Total Allocation

2019-20 Title III EL student program allocation	\$61,571
Transferred-in amount	\$0
Repayment of funds	
2019-20 Total allocation	\$61,571

Allocation Reservations

Professional development activities	\$17,593
Program and other authorized activities	\$31,012
English proficiency and academic achievement	\$11,759
Parent, family, and community engagement	\$0
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$1,207
Total allocation reservations	\$61,571

*****Warning*****

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2019-20 Title III English Learner YTD Expenditure Report, 6 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2019 through December 31, 2019.

CDE Program Contact:

Kevin Webb, Language Policy and Leadership Office, kwebb@cde.ca.gov, 916-323-6257

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities:

An eligible entity receiving funds under the Every Student Succeeds Acts section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2019-20 Title III EL student program allocation	\$61,571
Transferred-in amount	\$0
2019-20 Total allocation	\$61,571
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$0
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total year-to-date expenditures	\$0
2019-20 Unspent funds	\$61,571

*****Warning*****

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2019-20 Title IV, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title IV, Part A and to report reservations.

CDE Program Contact:

Federal Programs and Reporting Office, TitleIV@cde.ca.gov, -

2019-20 Title IV, Part A LEA allocation	\$50,538
Transferred-in amount	\$0
Total funds transferred out of Title IV, Part A	\$0
2019-20 Title IV, Part A LEA available allocation	\$50,538
Indirect cost reservation	\$2,666
Administrative reservation	\$0
Equitable services for nonprofit private schools	\$0
2019-20 Title IV, Part A LEA adjusted allocation	\$47,872

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2019-20 School Student Counts

The purpose of this data collection is to allow the LEA to enter school-level student data. The information entered will be used to calculate eligibility and ranking for Title I, Part A school allocations.

DE Program Contact:

Rina DeRose, Federal Programs and Reporting Office, RDeroserose@cde.ca.gov, 916-323-0472

School ranking options

Within the LEA

Select the highest to lowest school ranking method (Note: This selection impacts the order in which schools are displayed in the Title I, Part A School Allocations form).

Select a low income measure

FRPM

School Name	School Code	Low Grade Offered	High Grade Offered	Grade Span Group	Student Enrollment	Eligible Low Income Students Ages 5-17
TLAS Learning Academy	0139246	K	12	3	40	5
Marlin C. Coppin Elementary	6085252	K	5	1	441	186
Freemside Oaks Elementary	6098610	K	5	1	609	244
First Street Elementary	6117493	K	5	1	447	298
Woskett Ranch Elementary	0108514	K	5	1	412	76
Allen Edwards Middle	6108351	6	8	2	869	411
Lincoln Crossing Elementary	0113068	K	5	1	698	101
Lincoln High	3134657	9	12	3	2,082	690
Phoenix High (Continuation)	3130036	9	12	3	84	37
Heridan Elementary	6031363	K	5	1	64	45
Twelve Bridges Elementary	0106443	K	5	1	652	52
Twelve Bridges Middle	0111385	6	8	2	830	153

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2019-20 Title I, Part A School Allocations

This report identifies the amount of Title I, Part A funds to be allocated to eligible schools.

DE Program Contact:

ana Zhou, Federal Programs and Reporting Office, lzhou@cde.ca.gov, 916-319-0956
rina DeRose, Federal Programs and Reporting Office, RDerose@cde.ca.gov, 916-323-0472

If applicable, enter a Discretion Code. Use lower case only.

Allowable Discretion Codes

- 1 - Below LEA average and at or above 35% student low income
- 1 - Waiver for a desegregation plan on file
- 3 - Grandfather provision
- Feeder pattern
- Low income measure

FRPM

Ranking Schools Highest to Lowest

Within the LEA

EA-wide low income %

31.79%

Available Title I, Part A school allocations

\$547,577

Available parent and family engagement reservation

\$6,745

School Name	School Code	Grade Span Group	Student Enrollment	Eligible Low Income Students Ages 5-17	Low Income Student %	Eligible to be Served	Required to be Served	Ranking	\$ Per Low Income Student	TIA School Allocation	2018-19 Carryover	Parent and Family Engagement	Total School Allocation	Discretion Code
Sheridan Elementary	6031363	1	64	45	70.31	Y	N	1	449.13	20210.85	\$0	\$249	20459.85	
First Street Elementary	6117493	1	447	298	66.67	Y	N	2	448.44	133635.12	\$0	\$1,646	135281.12	
Allen Edwards Middle	6108351	2	869	411	47.30	Y	N	3	448.44	184308.84	\$0	\$2,271	186579.84	
Phoenix High (Continuation)	3130036	3	84	37	44.05	Y	N	4	448.44	16592.28	\$33,286	\$204	50082.28	
Marlin C. Coppin Elementary	6085252	1	441	186	42.18	Y	N	5	448.44	83409.84	\$0	\$1,027	84436.84	
Greenside Oaks Elementary	6098610	1	609	244	40.07	Y	N	6	448.44	109419.36	\$0	\$1,348	110767.36	

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2019-20 Title I, Part A School Allocations

This report identifies the amount of Title I, Part A funds to be allocated to eligible schools.

School Name	School Code	Grade Span Group	Student Enrollment	Eligible Low Income Students Ages 5-17	Low Income Student %	Eligible to be Served	Required to be Served	Ranking	\$ Per Low Income Student	TIA School Allocation	2018-19 Carryover	Parent and Family Engagement	Total School Allocation	Discretion Code
Lincoln High	3134657	3	2082	690	33.14	Y	N	7	0.00	0.00			0.00	
Foskett Ranch Elementary	0108514	1	412	76	18.45	N	N	8	0.00	0.00			0.00	
Twelve Bridges Middle	0111385	2	830	153	18.43	N	N	9	0.00	0.00			0.00	
Lincoln Crossing Elementary	0113068	1	698	101	14.47	N	N	10	0.00	0.00			0.00	
TLAS Learning Academy	0139246	3	40	5	12.50	N	N	11	0.00	0.00			0.00	
Twelve Bridges Elementary	0106443	1	652	52	7.98	N	N	12	0.00	0.00			0.00	

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2019-20 Title I, Part A Notification of Authorization of Schoolwide Program

This report provides notification to the California Department of Education of a school's eligibility and local board approval to operate under and report as a Schoolwide Program.

CDE Program Contact:

Yana Zhou, Federal Programs and Reporting Office, yzhou@cde.ca.gov, 916-319-0956

Rina DeRose, Federal Programs and Reporting Office, RDeRose@cde.ca.gov, 916-323-0472

School Name	School Code	Authorized SWP	Low Income %	Local Board Approval Date SWP Plan (MM/DD/YYYY)	Local Board Approval Date SWP Waiver (MM/DD/YYYY)	SIG Approval Date (MM/DD/YYYY)
ATLAS Learning Academy	0139246	N				
Carlin C. Coppin Elementary	6085252	Y	42%	11/19/2013		
Creekside Oaks Elementary	6098610	Y	40%	11/19/2013		
First Street Elementary	6117493	Y	67%	08/21/2012		
Foskett Ranch Elementary	0108514	N				
Glen Edwards Middle	6108351	Y	47%	08/21/2012		
Lincoln Crossing Elementary	0113068	N				
Lincoln High	3134657	N				
Phoenix High (Continuation)	3130036	Y	44%	02/03/2015		
Sheridan Elementary	6031363	Y	70%	08/21/2012		
Twelve Bridges Elementary	0106443	N				
Twelve Bridges Middle	0111385	N				

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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
SysCloud and Western Placer
Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund - Technology

MEETING DATE:

February 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with SysCloud and Western Placer Unified School District. The services include backup and security for G Suite, structured and unstructured data content scanning engine, pre-defined compliance policies, and comprehensive alert reporting. The cost of these services is \$18,500.00 and will be paid with the Technology Department General Fund.

RECOMMENDATION:

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



SysCloud Quote

Online Backup & Security of G Suite For Western Placer Unified School District

Prepared By

SysCloud Inc,

www.SysCloud.com

For

Audrey Kilpatrick

Assistant Superintendent

Western Placer Unified School District

Summary

SysCloud will provide Western Placer Unified School District with a SaaS product for the backup and security for G Suite. The product allows the following for your G Suite data:

- Backup and restore functionality
- Security and Collaboration policy engine
- Structured and Unstructured data content scanning engine
- Pre-defined Compliance policies
- Comprehensive alert and reporting mechanism

Western Placer Unified School District will have access to SysCloud's Management Control Panel to access the feature set which is outlined in the Product Overview section.

SysCloud will guide Western Placer Unified School District throughout the initial setup and data on-boarding process along with continued 24/7 product support to G Suite Administrators.

We work closely with our customers to implement their requests for features as part of our roadmap. Should Western Placer Unified School District require additional product features our team will look into feasibility of developing and include these as part of our core product.

Overview

About SysCloud

SysCloud was founded in 2010 with the mission to safeguard our clients G Suite data. SysCloud is the only software suite that protects against data loss, unauthorized data exposure and violations of compliance laws by providing real-time backup, security audit, access management and compliance policies through a single software application.

SysCloud has completed SSAE16 and SOC 2 audit and compliance certification by Grant Thornton, one of the world's largest auditing organizations. We have completed compliance with US-EU Safe Harbor.

Background

SysCloud received specifications for the backup and security of G Suite data for Western Placer Unified School District from Audrey Kilpatrick, Director of Technology.

Product Compatibility

The product requirements specified by Western Placer Unified School District are outlined below, showing all of

the line items that are available in the current version of SysCloud Backup product. Additional features for SysCloud G Suite backup are outlined at:

<https://www.syscloud.com/google-apps-backup/features>

Product Overview

SysCloud Backup High-level Overview

Online backup of G Suite accounts including email, documents, calendars, contacts and sites from G Suite domain account to our Amazon S3 storage.

Data Coverage

We cover all G Suite services including Gmail, Google Docs, Google contacts, Google calendar, Google sites and also ACL permissions for docs and calendars.

Backup Time

The amount of time taken per account varies depending on the number of services selected (Google Docs, Gmail, Contacts, Calendar, Sites). Google Contacts, Sites and Calendar are backed up in a very short time. Google Docs and Gmail backup depend on the total number of items possessed.

The backup speed depends on the bandwidth throughput allowed by Google's APIs. To ensure a high speed of data transfer, SysCloud runs all user accounts on the domain in parallel. The initial backup can be lengthy based on the amount of data stored in each users G Suite account.

Features

Features of the SysCloud Online Backup and Security for G Suite are listed below:

Core Features	<ul style="list-style-type: none">- Automatic incremental backup (daily)- On-demand backup- Central dashboard with guided domain setup- Multi-domain Support- Selective backups (by user, org unit and group)- ACL Retention- Audit logs- Extensive Reports- Admin console management- Local downloads- Add/ Remove any services for Users- Retention Period Setting- Domain Wide Drive Scanning- Violation Reports- Granular Policy Creation- Metadata and Content scanning (regex pattern creation)- Predefined Templates
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Emails	<ul style="list-style-type: none"> - Emails with attachments - Labels with label structure - Email Preview (archive content visibility setting) - Restore to Google Account (Cross User) - Restore with label structure - Email search - Export (PST and EML)
Contacts	<ul style="list-style-type: none"> - Backup contacts - Export to vcard
Calendars	<ul style="list-style-type: none"> - Primary and Secondary Calendars - ACL permissions - Export to ical
Drive	<ul style="list-style-type: none"> - Backup all files in Google Drive (including Team Drive) - Cross User Restore - Restore (i.e. selected item(s), folder, entire account) - Sharing Permissions retained in restoration - Export (i.e. selected item(s), folder, entire account)
Sites	<ul style="list-style-type: none"> - Backup and Restore of Google Sites
Groups	<ul style="list-style-type: none"> - Backup and Restore of Group owners and members

SysCloud Security and Compliance High Level Overview

SysCloud Security and Compliance provides greater control over users and data access with improved data security and insights into potential exposures.

Data Coverage

We cover Documents, Spreadsheets, Presentations, PDFs, Images & Photos, Videos and all other file types supported and stored in Google Drive.

Security and Compliance scans:

The amount of time taken per account for security and compliance scans and policies, varies depending on the number of files, size of files and nature of policies selected for scans. The speed depends on the bandwidth throughput allowed by Google's APIs.

Features

Features of the SysCloud Security and Compliance for G Suite are listed below:

Core Features	<ul style="list-style-type: none"> - Security Intelligence: Access security intelligence reports with the ability to drill down for specific data views - Granular Level Control: Flexibility to create policy scopes at every level for greater policy control - Real-time Protection: Enforcing policies on real-time is to protect against data exposure
---------------	--

	<ul style="list-style-type: none"> - Document Policy Security: Implement granular data access controls through security policies - Protect Sensitive Data: Secure sensitive data (PII, PCI, PHI etc.) that may be unknowingly exposed - Manual Control: Administrators can unshare or take complete control without waiting for user to take action - Document Sharing Visibility: Gain visibility into users, documents and internal/external sharing of your data - In-depth Auditing: Keep track of user access and actions with full audit capabilities - User self-service: Users can login and take action thus eliminating administrator overhead. - Predefined Templates: Immediately implement compliances policies which include FERPA, PCI, and Objectionable Content.
Drive	<ul style="list-style-type: none"> - Covers support for Google Drive as well as Team Drive
Gmail	<ul style="list-style-type: none"> - Cover the scanning of Gmail sent messages as well as chat messages
Reporting	<ul style="list-style-type: none"> - Highly customizable and user friendly reports to provide detail insights of exposure and user activity

Environment

Our software runs on AWS (Amazon Web Services) EC2 secure cloud in a VPC. The archives are stored in encrypted form in AWS which gives the highest level of safety and redundancy. Amazon Web Services (AWS) delivers a highly scalable cloud computing platform with high availability, security and dependability, and the flexibility to enable customers to build a wide range of applications. The issues of end-to-end security and end-to-end privacy within the cloud computing world are more sophisticated than within a single data centre not facing the Internet. Ensuring the confidentiality, integrity, and availability of customer's systems and data is of the utmost importance to AWS, as is maintaining trust and confidence.

AWS Data Security

Data contained within Amazon EC2 cannot be intercepted by unauthorized systems or users and that Amazon EC2 instances themselves are as secure as possible without sacrificing the flexibility to run the software.

Host Operating System:

AWS administrators with a business needs are required to use their individual cryptographically strong SSH keys to gain access to a bastion host. Firewall:

Our Amazon EC2 runs in a complete firewall solution; this mandatory inbound firewall is configured in a default deny mode and we have explicitly closed ports to dis-allow inbound traffic.

Network Security:

The AWS network provides significant protection against traditional network security issues like

- a. Distributed Denial of Service (DDoS) attacks.
- b. Man in the Middle (MITM) attacks.
- c. In Spoofing
- d. Port Scanning.
- e. Packet sniffing by other tenants.

Our Privacy Policy is at <https://www.syscloud.com/privacy-policy/>

SysCloud uses a 512 bit algorithm to encrypt all of your data. Only you have access to this data. We only view the reports from our admin panel to see the success rates or error logs as required.

We do not assess your data, nor use any information provided by you during the purchase of our products for any marketing or advertising purpose. We do not save your password, your employees G Suite passwords, nor do we make a copy/backup of them.

SLA (Service Level Agreement):

SysCloud online services are available and operational to customers for at least 99.9% of the time in any calendar month (the "SysCloud SLA"), while customers are receiving the services under the SysCloud's Agreement ("Agreement"). Any downtime/service issue will be analyzed and corrective action will be taken as soon as possible to rectify the problem faced by customers. Availability of Internal databases and servers are also being monitored periodically to ensure that there is no application downtime. If SysCloud does not meet the SLA requirements or if customers meet their obligations under this SLA, the customer will receive the service credit. Administrators will be notified of account downtime through email. [SLA Link](#)

Timeline

SysCloud can provide access for immediate on-boarding and administrator access to SysCloud Backup and Security for G Suite. Based on the volume of data, backup will occur automatically and within the acceptable access and API usage parameters provided by Google.

ORDER FORM**Bill To: Western Placer Unified School District**

Contact Name: Audrey Kilpatrick

600 Sixth Street Suite 400

Lincoln, California 95628

Ship To: Western Placer Unified School District

Contact Name: Audrey Kilpatrick

600 Sixth Street Suite 400

Lincoln, California 95628

Accounts Payable:

Contact Name:

Email:

Phone:

Terms and Conditions:

Contract Start Date: 7/1/2020

Contract End Date: 6/30/2021

Billing Frequency: Annual

Payment Method: Wire / ACH / Check

Payment Terms: Net 30

Billing Method: Email

Services:

Description	#Users	Price/User/Year	Total
Online Backup of G-Suite	740 Staff	\$ 10	\$7,400
Security & Compliance of G-Suite	7,400 Students	\$ 1.5	\$11,100
			Total: \$18,500

☒ - Initialize here for a 3 year agreement with unit price rate lock (if you select this option, the Contract End Date will be adjusted accordingly to accommodate the 3 year period from the Contract Start Date). Western Placer is entitled to a free early onboarding period from the signature date to July 1, 2020. We will only invoice for the first year after July 1, 2020.

☐ - Initialize here for 1 year agreement, without unit price rate lock.

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is a quote and not invoice.

Purchase Order Information:

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form? (Customer to Complete)

[☒] - No[☐] - Yes

Upon signature by customer, and submitting to SysCloud, Inc. this order form shall be legally binding.

Western Placer Unified School District

Name : Audrey Kilpatrick

Title : Asst. Supt. Business & Operations

Signature : 
E76F2834A1DB45A...
1/29/2020

Dated : _____

SysCloud, Inc

Name : Ryan Nix

Title : Director of Sales

Signature : 
0E160A1ED53444E...
1/29/2020

Dated : _____

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratify Contract between Capitol Public Finance Group and Western Placer Unified School District - Municipal Security Issuance Services

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick, 
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Building Fund #2 – Bridge Financing Proceeds

MEETING DATE:

February 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The contract presented with Capital Public Finance Group is specifically for municipal security issuance services related to the issuance of Community Facilities District No. 1 & 2 2020 Special Tax Bonds to fund capital projects. The cost for services will be a flat fee of \$60,000.00 contingent on the successful closing of the financings.

RECOMMENDATION:

Administration recommends Board ratify the contract with Capitol Public Finance Group and Western Placer Unified School District for municipal security issuance services of the related to the issuance of Community Facilities District No. 1 & 2 2020 Special Tax Bonds.

**AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
WESTERN PLACER UNIFIED DISTRICT
AND
CAPITOL PUBLIC FINANCE GROUP**

1. Parties and Date.

This Agreement ("Agreement") is made and entered into this 7th day of February, 2020, by and between **WESTERN PLACER UNIFIED DISTRICT** (the "District") and **CAPITOL PUBLIC FINANCE GROUP** ("Consultant") (collectively referred to as the "Parties" and each individually as the "Party").

2. Recitals.

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of the District.

3. Terms.

3.1 Scope of Services, Qualifications and Term.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in the scope of work proposal and fee schedule set forth in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

(b) Fiduciary Duty. In accordance with the Municipal Securities Rulemaking Board Rules G-10 and G-42, Consultant has provided a Conflict of Interest Disclosure as set forth in **Exhibit "B"**. Consultant shall provide the District with periodic updates of Exhibit "B" on an as-needed basis. Any such updates of Exhibit "B" shall be incorporated by reference as of the date thereof into this Agreement to the same extent as if set forth herein.

3.2 **Term.** The term of this Agreement shall be from the date first written above and shall continue until December 31, 2020, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment.

3.3 Responsibilities of Consultant.

(a) Control and Payment of Consultants and its Subordinates. The District retains Consultant on an independent contractor basis and Consultant is not an employee of the District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant

shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of the District and any and all applicable regulatory State agencies, and shall be the property of the District.

(c) Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.

(d) Insurance. Consultant shall provide insurance in amount and type required by the District, if any, subject to the review and approval of the District. Consultant shall also provide District with the copies of its insurance policies prior to commencing work on the Project if required in writing by the District.

3.4 Fees and Payments.

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement for the not-to-exceed fees set forth in Exhibit "A" attached hereto and incorporated herein by reference consistent with the applicable Work Authorization. Consultant shall not be entitled to any compensation under this Agreement except as confirmed in such written Work Authorization. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing in advance by the District.

(c) Payment of Compensation. Consultant shall submit to the District an itemized statement which indicates work completed and hours of Services rendered by Consultant. The District shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by the District to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from the District.

(e) Authority to Amend Agreement. As the authorized representative for the District for the purposes of binding the District to amendments to this Agreement, the Superintendent/President or his/her designee, may authorize and execute an amendment to this Agreement to add Services and/or increase the not-to-exceed fee by up to twenty-five percent if the Superintendent/President identifies an immediate need for such an amendment. All such

amendments executed by the Superintendent/President shall be subject to ratification by the District's governing board.

3.5 Maintenance of Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.6 General Provisions.

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon rescission of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without the District's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, the District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

CAPITOL PUBLIC FINANCE GROUP

2436 Professional Drive, Suite 300

Roseville, CA 95661

Tel.: (916) 641-2734

Fax: (916) 921-2734

Attn: Jeff Small, Managing Partner

DISTRICT:

WESTERN PLACER UNIFIED SCHOOL DISTRICT

600 Sixth Street, Suite 400

Lincoln, CA 95648

Attn: Audrey Kilpatrick, Assistant Superintendent of Business Services and Operations

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Delivery of notice may also be made by overnight mail with proof of delivery; by facsimile with proof of transmission; or by email if receipt is acknowledged by the recipient of the email notice. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. The District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by the District. Should the District wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

(f) Indemnification. Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party, its officers, directors, employees, and affiliates (collectively, the "Indemnified Party") against any claims or actions arising out of any and all claims by third parties arising out of the performance or non-performance of the Indemnifying Party's obligations under this Agreement, except to the extent attributable to the negligence or willful misconduct of the Indemnified Party; provided, however, that this indemnity shall not preclude the Indemnified Party's recovery of direct damages pursuant to the terms and subject to the limitations of this Agreement.

(g) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(h) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Placer, State of California.

(i) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(j) The District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(k) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of the District.

(l) Amendments. This Agreement may not be amended except by a writing signed by the District and Consultant.

(m) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(n) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(o) Conflict of Interest. For the term of this Agreement, no member, officer or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(p) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(q) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the District Board of Trustees. Any amendments, except as required by law, to this Agreement shall require Board approval or ratification.

(r) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(s) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement. Copies of signatures shall have the same force and effect as original signatures.

(t) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

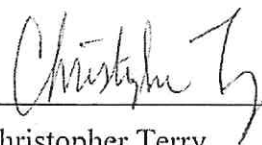
**WESTERN PLACER UNIFIED SCHOOL
DISTRICT**

By: 

Name: Audrey Kilpatrick

Title: Assistant Superintendent, Business &
Operations

**CAPITOL PUBLIC FINANCE GROUP,
LLC**

By: 

Name: Christopher Terry

Title: Managing Partner

EXHIBIT "A"
Scope of Work and Fee Schedule

Capitol Public Finance Group will provide the following, on an as needed basis, as specified by and at the direction of the District, general financial planning and advisory services to the District which include but are not limited to the following:

Municipal Security Issuance Services

- Issuance of Community Facilities District No. 1 2020 Special Tax Bonds to fund capital projects.
- Issuance of Community Facilities District No. 2 2020 Special Tax Bonds to fund capital projects.

In consideration of Municipal Security Issuance Services provided, Western Placer Unified District will pay Capitol Public Finance Group a flat fee not to exceed \$60,000 for each issuance contingent on the successful closing of the financings.

EXHIBIT "B"
MSRB Rule G-10 and G-42 Supplement

**Conflict of Interest and Other Regulatory Disclosure
Western Placer Unified District**

As of February 7, 2020

As part of the fiduciary duty Municipal Advisors owe to their clients, Capitol PFG is providing this supplement to advise you of actual or potential conflicts of interest. Capitol PFG is identifying actual or potential conflicts of interest by marking the relevant conflict in the boxes below; providing a brief explanation of the nature, implications and potential consequences of each conflict; and providing an explanation of how Capitol PFG will manage or mitigate the conflict.

Municipal Advisory Services

As part of the fiduciary duty Municipal Advisors owe to their clients, Capitol PFG is providing this supplement to advise you of actual or potential conflicts of interest. Capitol PFG is identifying actual or potential conflicts of interest by marking the relevant conflict in the boxes below; providing a brief explanation of the nature, implications and potential consequences of each conflict; and providing an explanation of how Capitol PFG will manage or mitigate the conflict.

- ☐ any actual or potential conflicts of interest of which it is aware after reasonable inquiry that could reasonably be anticipated to impair its ability to provide advice to or on behalf of the client in accordance with its fiduciary duty to municipal entity clients
- ☐ any affiliate of the municipal advisor that provides any advice, service, or product to or on behalf of the client that is directly related to the municipal advisory activities to be performed by the disclosing municipal advisor
- ☐ any payments made by the municipal advisor, directly or indirectly, to obtain or retain an engagement to perform municipal advisory activities for the client
- ☐ any payments received by the municipal advisor from a third party to enlist the municipal advisor's recommendation to the client of its services, any municipal securities transaction or any municipal financial product
- ☐ any fee-splitting arrangements involving the municipal advisor and any provider of investments or services to the client

- ☒ any conflicts of interest arising from compensation for municipal advisory activities to be performed that is contingent on the size or closing of any transaction as to which the municipal advisor is providing advice
- ☐ any other engagements or relationships of the municipal advisor that could reasonably be anticipated to impair the municipal advisor's ability to provide advice to or on behalf of the client in accordance with its fiduciary duty to municipal entity clients
- ☐ Capitol PFG has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to the Western Placer Unified District in accordance with its fiduciary duty to the District. To the extent any such conflicts of interest arise after the date of this Agreement, Capitol PFG will provide information with respect to such conflicts in the form of a written supplement to this Agreement.
- ☐ any legal or disciplinary event that is material to the Western Placer Unified District's evaluation of Capitol PFG or the integrity of its management or advisory personnel

Copies of Capitol PFG filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Capitol Public Finance Group, LLC or for our CIK number which is 0001614042. There have been no material changes to the legal or disciplinary events that Capitol PFG has disclosed to the SEC.

Information for Municipal Advisory Clients

Capitol Public Finance Group, LLC is registered as a Municipal Advisor with the Municipal Securities Rulemaking Board (MSRB) and the Securities and Exchange Commission (SEC).

The MSRB's website address is <http://msrb.org/>

The MSRB provides a municipal advisory client brochure that is posted on its website. The brochure describes protections that may be provided by the MSRB and how to file a complaint with an appropriate regulatory authority.

The MSRB Client Brochure may be found at the following link:

<http://www.msrb.org/~media/Files/Resources/MSRB-MA-Clients-Brochure.ashx?la=en>

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 Empire Mine State
Historic Park and Foscett Ranch Elementary School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick, Assistant Superintendent of
Business and Operations 

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Donations

MEETING DATE:

February 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:


The attached contract is for services with Empire Mine Historic Park and Foscett Ranch Elementary School. The services are for a field trip for 65 students on May 15, 2020. The cost of fieldtrip is \$4 per student. The contract will be funded with donations.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Empire Mine Historic Park and Foscett Ranch Elementary School.



INSTRUCTIONS: To apply for a Guided School Tour, complete this form and submit with signatures, any supplemental documents, and check or money order made payable to 'California State Parks'. Additional forms, terms and conditions, and list of required fees will follow

School Name Foskett Ranch		Contact Person Jenny Flanagan	
Address 1561 Joiner Parkway		Email Address jflanagan@wpusd.k12.ca.us	
City/State/Zip Lincoln, CA 95648		Primary Phone	Cell Phone 916-770-6771
Additional Teachers and Email Addresses			
Tour Date Friday, May 15, 2020	# of Students Attending 65 students (2 classes)	Grade Level 4th	
Arrival Time	Tour Time 10:30-12:30	Departure Time	
Gift Shop Reservation: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No *No entry into gift shop permitted unless reserved.			
**Memory bags can also be ordered instead of visiting the gift shop for \$2.50 per student. Please contact us 30 days in advance if you would like either of these options			
I have read and agree to the park rules regarding school tours			
Signature 		Date 1/29/2020	
Authorized school signature: "I certify that this is an official accredited CA school visit			
For office use only:			
Confirmation email sent 10/30/19 TG 			

An \$80 deposit along with this form is due 30 days in advance of your guided tour

Please mail this form and your \$80 deposit (check or money order), made payable to 'California State Parks' to:

California State Parks
Attn: Empire Mine SHP School Tours
10791 East Empire Street
Grass Valley CA, 95945

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 TNT
Fireworks and Lincoln High School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

LHS Football ASB

MEETING DATE:

February 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with TNT Fireworks and Lincoln High School for the 2020-21 school year. The services provide Lincoln High School with a 24 ft. fireworks stand at the Raley's Sterling Point location. The cost of these services is \$2,354.44 and will be paid with LHS football ASB.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between TNT Fireworks and Lincoln High School.

CONTRACT AGREEMENT TNT FIREWORKS®

Southern California: 555 N. Gilbert St., Fullerton, CA 92833 1-714/738-1002
 Northern California: 8151 Power Ridge Rd., Sacramento, CA 95826 1-916/387-2626
 Central California: 2945 S. Elm Ave., Fresno, CA 93706 1-559/252-5391
 Las Vegas, Nevada: 7000 Las Vegas Blvd. North Gate #9 Las Vegas, NV 89115 1-702/453-7750

TNT FIREWORKS

3.0

3.0

50



Date: 12/30/19 Program: WPUSD LINCOLN HS FOOTBALL Fire Waiver: 1664255 Liability: 1664255 % Discount: CNM2215 %
 Account Name: CHRIS BEAN Account No: RALEYS Location No:
 Chair: 790 J STREET Location Name: 39 LINCOLN BLVD.
 Address: LINCOLN, CA 95648 * Address: LINCOLN BLVD & STERLING PARKWAY
 City, State, Zip: LINCOLN, CA Intersection: LINCOLN, CA
 E-Mail: LINCOLNZEBRASFOOTBALL@GMAIL.COM City, State, Zip:
 Telephone: (C) (W) (H)
 Co-Chair: Sales Period: JULY 2020
 Address: Sales Assoc.: Aaron Crawford Assoc. No.: 531
 City, State, Zip: E-Mail:
 Telephone: (C) (W) (H)

The Account agrees to participate in the TNT credit card program using device(s) with an estimated rental of \$ per device and an estimated processing fee % of all credit card sales. Credit Card Agreement to follow. (initial)

ESTIMATED EXPENSES:

ITEM DESCRIPTION	AMOUNT EACH	BILL TO ACCOUNT
ADVERTISING / COUPONS	1 0.00	50.00
24" Stand Service Fee	1 0.00	375.00
FIRE EXTINGUISHER RENTAL	3 0.00	73.50
SFM License	1 0.00	50.00
Location Rent	1 0.00	1700.00
DELIVERY CHARGE	1 0.00	75.00
STAND SERVICE SALES TAX	1 0.00	30.94

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

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

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

BY SIGNING THIS CONTRACT ACCOUNT AGREES TO THE FOLLOWING:

- Account will purchase their entire supply of (UN0336) Consumer Fireworks from AMERICAN for the selling season as specified. Account understands that retailing products from other suppliers will void the insurance coverage provided.
- Account will protect the merchandise from damage (such as water damage) and theft for the time that it is in its possession. This is for Account's protection as it is responsible for merchandise from the time it is delivered until it is returned to AMERICAN and signed for. Account shall report any shortages within 24 hours.
- Account shall abide by all state and local ordinances, laws and regulations governing the sale of fireworks and the operation of its stand.
- Account will inventory and pack carefully all goods that are allowed to be returned for credit, and return them to AMERICAN no later than July 9th.
- A Late Return Fee of \$50.00 will be charged for any merchandise returned after July 9th.
- * (initial) Account is responsible for obtaining a Sales Tax Permit where required, collecting and paying the required taxes. Account will also provide AMERICAN with the tax registration number prior to shipment of merchandise.
- * (initial) Account shall be solely responsible for the maintenance and appearance of the selling site throughout the selling period and shall remove all litter and possessions prior to the end of selling season. Failure to comply with this provision could result in Account being charged a removal fee of \$200.00 and possibly the loss of any bond from the local authority.
- Account shall be responsible for performing under any performance bond posted by AMERICAN for Account as required by local authority.
- * (initial) Account shall pay the full invoice amount covering the initial order to AMERICAN no later than July 5th. A LATE PAYMENT FEE OF 2% OF THE OUTSTANDING BALANCE WILL BE CHARGED IF ACCOUNT HAS NOT BEEN PAID THE INITIAL INVOICE BY JULY 5th. The balance owing to AMERICAN is due within 10 days of date of statement. If a balance due from Account is placed in the hands of an attorney for collection, reasonable attorney fees and court costs will be added to the balance due.
- This contract is contingent upon Account having all past due balances in good standing by August 15th of the year preceding the sales period.
- Account shall pay AMERICAN all city/county filing fees and full location rental fee if Account fails to perform under this contract, in addition to any other expenses AMERICAN may recover.
- * (initial) This contract is the entire agreement between AMERICAN and Account supersedes any verbal agreements. Any modifications of this contract must be in writing and signed by AMERICAN and Account.

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

AMERICAN Sales Associate

Date

Authorized Agent for Account

Date

AMERICAN Home Office Rep.

Date

Authorized Agent for Account - Please Print Name

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

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

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 Turkey Creek Golf Club and Western Placer Unified School District – Lincoln High School Golf Team

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Golf Team ASB Funds

MEETING DATE:

February 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Turkey Creek Golf Club and Lincoln High School Golf Team. The services include providing Lincoln High School to host a high school divisional golf tournament on April 27, 2020 as a fundraiser. The fundraiser will benefit the Lincoln High School's Golf Team. The cost and terms for hosting the golf tournament are provided in the attached contract.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between with Turkey Creek Golf Club and Western Placer Unified School District.



Dear Eric Souto,

1/26/2020

I would like to take this opportunity to thank you for selecting Turkey Creek Golf Club for your upcoming tournament.

I have enclosed a copy of the contract for your approval and signature. Please review the date, time, number of players, deposit due date, final confirmation date, and any services that require special attention.

Turkey Creek Golf Club must receive a deposit of 10% within 30 days of contract date, and the final player count confirmed 8 days prior to the tournament date. All final balances are due the day of your event.

Tournament Dates:	4/27/2020
Total Amount Due:	\$1364
Deposit Amount Due:	\$136
Balance Due:	\$1228

Final Payment Due: **4/27/2020**

Please mail the original contract signed and dated to: Turkey Creek Golf Club 1525 Highway 193, Lincoln, CA 95648. If you have any questions, please feel free to contact me at or 916-468-9359. If you have any questions concerning your day of tournament preparation, please contact Adam Bennett 916-434-9100 or via email at Adam.Bennett@clubcorp.com. Any questions relating to food and beverage needs may be directed to Josh Lind at 916-434-9473.

Once again thank you for booking your event with Turkey Creek Golf Club, we're looking forward to hosting your tournament.

Best Regards,

Larry Baraan
Regional Tournament Sales Coordinator
Empire Ranch- Teal Bend- Turkey Creek

Turkey Creek Golf Club Tournament Contract

1525 Highway 193

Lincoln, CA 95648

Phone # (916) 434-9100 Fax # (916) 434-9477

E-mail: larry.baraan@clubcorp.com

Tournament Contact: **Eric Souto**
Address:

City: State: Zip:

Today's Date: 1/26/2020
Home Phone:
Work Phone: 916-521-5174
Cell Phone:
Email: Esouto@wpusd.org

Tournament Name:	<u>Sac Joaquin D3 League Tournament</u>
Tournament Date(s):	4/27/2020
Start Time:	12:00pm
Format:	Straight TT
Minimum Number of Guaranteed Players:	NA
Estimated Number of Players:	44
Price Per Player GF/CF:	\$31
Prize Fund:	\$0
Outside F&B Charge:	NA
Deposit:	\$136
Food and Beverage Cost:	TBD
Range Balls:	Included
Total Estimated Golf Cost	\$1364
Total Estimated Cost:	TBD

*Prices expire if the Agreement is not returned with Deposit by: 2/25/2020
Agreement is not binding until signed by the Club (defined below).*

This Tournament Agreement ("Agreement") is between **Turkey Creek Golf Club** ("Club"), located at 1525 Highway 193, Lincoln, CA 95648 and: **Eric Souto/Sac Joaquin D3 League Tournament** ("Host").

Host has requested that Club reserve a portion of Club's facilities for a golf tournament (the "Tournament"). Host has selected the arrangement summarized above. Host understands and agrees that the following are express terms and conditions applicable to the Tournament:

RETURN OF CONTRACT AND DEPOSIT: If the above information meets with your approval, please sign and return this contract with a **nonrefundable** deposit of **\$136 (10% of the total due)** to be applied to the total cost of your Tournament. Your Tournament will not be reserved until the Club receives the deposit and this contract signed by an authorized representative of Host and is not binding until signed by the Club.

PAYMENT: All charges incurred with respect to the Tournament will be charged to Host's authorized credit card or by check.

GUEST GUARANTEES: **Host agrees to provide Club with a guaranteed minimum number of players no later than 8 business days prior to the Tournament.** Host will be responsible for 100% of the costs of the Tournament and will be charged for the higher amount of (a) the actual number of players, or (b) the minimum number of players indicated above.

Signature _____

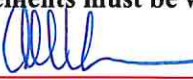
Asst Supt of Business Svcs and Operations

CANCELLATIONS AND CANCELLATION DUE TO WEATHER: In the event of cancellation of the tournament by the host for any reason, the non-refundable deposit and any partial payments will not be refunded.

Cancellations due to weather will be at the complete discretion of golf course management and will only take place on the day of the event. Cancellations will occur when management deems the golf course unplayable. Should the tournament be postponed due to inclement weather, all payments received will be transferred to an agreed upon rescheduled date. If a rescheduled date cannot be agreed upon, the non-refundable deposit will be retained and any partial payments will be refunded. In any event, the Host shall be responsible for all charges incurred before the tournament is postponed. Host may obtain cancellation insurance at Host's sole cost and discretion.

Given the Club's capacity for rounds of golf, the parties acknowledge that it is highly unlikely that the Club would be able to mitigate any losses caused by cancellation of the Tournament. The parties agree that prospectively calculating the damages that Club would suffer as a result of the cancellation of the Tournament would be exceptionally difficult or impossible. For this reason, the parties have agreed that the calculations set forth above are a reasonable forecast of just compensation in the event of the cancellation of the Tournament. The amounts due for cancellation set forth herein are intended as liquidated damages and not as a penalty.

ADDITIONAL PROVISIONS:

1. **Participant Responsibilities.** Players, guests, invitees and vendors ("Participants") must observe the rules and regulations and bylaws of the Club, including but not limited to the following: 1) **soft spike golf shoes only** are allowed on the golf course and driving range; 2) observe the dress code - jogging apparel, or "cut-offs" of any kind are not allowed. Collared shirts are encouraged by golf course management, but not required; and 3) adhere to rules covering the use of the course and golf carts.
 2. **Responsibility for Conduct/Damage/Injury/Loss.** Host is responsible for the conduct of the Participants and must promptly pay for any damage to the Club (including, without limitation, damage to the golf course, golf cars, clubhouse, or other property, including personal injury) caused by any of the Participant's acts or omissions. Host shall also be responsible for any damage to houses, cars, or other property caused by any of the Participant's acts or omissions, including, without limitation, injury to persons hit by a Participant's golf ball. The Club is not responsible for any injury to Participants or for damage to any property caused by Participants. The Club is not responsible for security or any damage to or the loss of golf clubs or any personal property brought to the Club, or for any item left unattended, or for loss or damage which occurs in the Club's parking areas. No food or beverage of any kind can be brought into or removed from the Club by Host or the Participants.
 3. **Alcohol Consumption.** Club does not serve alcoholic beverages to minors. It is the responsibility of Host to make sure that minors do not obtain or drink alcoholic beverages. The Host agrees to be responsible for the consumption of alcoholic beverages by all its Participants and agrees to prevent any Participant who has become impaired from leaving Club premises without assistance. Host understands that Club, in its sole discretion, may refuse service to any Participant, or to all Participants. Any such discontinuation of service shall not relieve Host of any obligations or any amounts owed pursuant to this Agreement. All alcohol consumed on the property must be purchased or provided by the Club, unless other arrangements are made, and agreed upon by Club Management. Said arrangements must be within the legal parameters of the club's liquor license.
- Signature**  **Asst Supt of Business Svs and Operations**
4. **Payments.** Host shall remain liable for all amounts owed to Club and shall have no right to obtain a refund of any deposits paid to the Club. Interest will accrue on any unpaid balance or deposit paid late at the lesser of (i) the rate of 1.5% per month (18% per annum) or (ii) the highest rate permitted under applicable law. Additionally, should the Club, in its sole discretion, deem collection action necessary, whether prior to, during, or subsequent to litigation, the entire cost of collection, including reasonable attorneys' fees, costs, and expenses shall be paid by Host.
 5. **Limitation of Liability.** In no event will the Club be liable for consequential, incidental, or punitive damages of any nature for any reason, including without limitation lost profits or goodwill, even if Club has been advised of their possible existence. Furthermore, in the event the Club shall have any liability to Host (whether under this Agreement or otherwise), the amount of such liability shall not exceed 50% of the amount paid to Club pursuant to this Agreement.

6. Miscellaneous. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Agreement and attachments embody the entire agreement and understanding of the parties relating to the subject matter hereof, is nonassignable, may not be amended except in writing signed by both parties, and supersedes any prior representations, agreements, and understandings, oral or written, if any, relating to such subject matter. Text messages, instant messages, messages on social media sites, and similar messages are not "in writing" for purposes of this Agreement. This Agreement shall be deemed drafted by all parties and shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement may be executed by facsimile or other electronic means, and each facsimile or other electronic signature shall be deemed to constitute a valid and binding signature of the executing party.
7. Governing Law and Place for Suit. This Agreement will be deemed to be a contract under the laws of the State in which Club is located and for all purposes will be governed by and construed in accordance with such laws. Host irrevocably agrees that any legal action or proceeding brought by or against Club with respect to this Agreement will be brought in the courts of the State in which Club is located or in the U.S. District Court for that State. Host consents to the jurisdiction of such courts and that the venue for any such action will be the county in which Club is located. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, BASED UPON, OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.** The undersigned has read and agrees to the terms and conditions stated above, certifies that he or she is an authorized representative of Host, has the authority to bind Host to this Agreement, and acknowledges receipt of a copy of this Agreement.

HOST:

Lincoln High School - WPUSD

By: 

Authorized Signature

Printed Name: Audrey Kilpatrick

Title: Asst Supt of Business Svs and Operations

Date: 1/30/20

CLUB:

Turkey Creek Golf Club

By: _____

Larry Baraan, Regional Tournament Coordinator

Date: _____

Credit Card Authorization

I hereby certify that I am an authorized representative of Host, that I am an authorized signor on the credit card listed below, that I have the authority to authorize charges to the credit card, and that the address above is the billing address for the credit card. By signing below, I irrevocably authorize all deposits, payments, and outstanding amounts and/or charges owed to the Club as of the date of the Tournament or cancellation of the Tournament to be charged to the following credit card:

☐ Master Card

☐ Visa

☐ American Express

Credit Card Number: _____ Code: _____ Expiration Date: _____
(Last 3 digits)

Cardholder Name: _____

Authorized Signature: _____ 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 Cherry Island Golf Course and Western Placer Unified School District – Lincoln High School Golf Team

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

DEPARTMENT:

Business Services

MEETING DATE:

February 18, 2020

AGENDA ITEM AREA:

Consent

ENCLOSURES:

Yes

FINANCIAL INPUT/SOURCE:

Golf Team ASB Funds

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Cherry Island Golf Course and Lincoln High School Golf Team. The services include providing a reservation for Lincoln High School to host a high school divisional golf tournament on March 30, 2020 for 44 student athletes. The cost for the golf tournament reservation are \$700.00 and will be paid with the Golf Team ASB Funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between with Cherry Island Golf Course and Western Placer Unified School District.



Dear Mr. Souto

February 3, 2020

I would like to take this opportunity to thank you for selecting Cherry Island Golf Course for your upcoming tournament.

I have enclosed a contract proposal for your approval and signature. Please review the date, time, number of players, deposit due date, final confirmation date, and any services that require special attention.

Cherry Island Golf Course is waiving the normally required deposit but please be aware the balance must be paid the day of the event.

Event Date(s):	Monday, March 30, 2020
Total Amount Due:	\$700.00 (pricing details listed on contract)
Deposit Amount Due:	\$0.00
Balance Due:	\$700.00
Final Payment Due:	Day of Event

Please email or mail the original contract, signed and dated, to me at your earliest convenience. Once the contract and deposit are on file, and we are within 2-3 weeks of the event, we will solidify the day-of details of your event.

Once again, thank you for booking your event with Cherry Island Golf Course, we looking forward to being your host.

Regards,


Marcus Patterson
General Manager
Cherry Island Golf Course

Enclosure:
Tournament Contract

CHERRY ISLAND

GOLF COURSE



2360 Elverta Road
Elverta, CA 95626
Phone # (916) 991-7293
E-mail: mpatterson@golfcherryisland.com

OUTING CONTRACT

Today's Date: Monday, February 3, 2020
Tournament Name: Lincoln High School Golf Team

Tournament Contact(s): Eric Souto
Address: Not on file
City: State: CA Zip Code:
Phone: (916) 521-5174
Email: esouto@wpusd.org

Tournament Date(s): Monday, March 30, 2020
Number of Players: 44 Players
Food: N/A
Total Per Player: 36 @ \$15.00
8 @ \$20.00

Start Time: 12:00 PM
Format: Tee Times
Range Balls: Included
Total Cost: \$700.00
Deposit: **WAIVED**

Please sign one copy of this contract and return with a ~~\$100.00 deposit~~ within 30 days to secure your event's reservation. Your date is not committed until the signed contract and deposit are received at Cherry Island Golf Course. The Golf Shop must receive confirmation on the number of players **8 days** prior to the event. If your event includes food, a minimum number of "food participants" must be guaranteed **8 days** prior to the event to allow for proper ordering; this number is not subject to reduction. Payment in full is due the day of the event.

All group events will be expected to be at the golf course, ready to play, regardless of inclement weather. If Cherry Island Golf Course Management, at their sole discretion, deems the course unplayable only then will the group be eligible for a refund. Maintaining an appropriate pace of play is a paramount focus of the management at Cherry Island Golf Course. As such, the event organizer agrees that course management shall take necessary steps to ensure proper pace for your event.

*The fees quoted for your tournament are based on current price levels. Fees are reviewed annually by the Board of Supervisors and become effective as of the date stated by the County. This will affect tournaments scheduled after the effective date.

The following rules are in effect for all group events at Cherry Island Golf Course:

- ☐ Sacramento County ordinance prohibits distribution of any food, beverage or golf related equipment items not purchased through the Cherry Island Golf Shop and/or the restaurant on the premises.
- ☐ All fees associated with this event must be paid in the form of cash, check, or credit card
- ☐ Play will be in foursomes only.
- ☐ No person(s) under 18 years of age are permitted to operate golf cars.
- ☐ If carts are included in this contract, the group event chairperson agrees to the Empire Golf Cart Rental Policy and Concede to responsibility for any and all damages incurred by members of the Chairperson's organization.

Tournament Representative: 2/4/2020 wpusd
Asst Supt of Business Svcs and Operations

Date

Marcus Patterson - General Manager

Date: February 3, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

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

SUBJECT:

Ratification of Contract with AMF Rocklin Lanes
And Glen Edwards Middle School

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of
Business and Operations

DEPARTMENT:

Business Services

MEETING DATE:

February 18, 2020

AGENDA ITEM AREA:

Consent

ENCLOSURES:

Yes

FINANCIAL INPUT/SOURCE:

Site Funds/Donations

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with AMF Rocklin Lanes and Glen Edwards Middle School for a school field trip to AMF Rocklin Lanes in Rocklin, CA. The field trip will take place on Wednesday, June 3, 2020. The services include the bowling shoes rental for 200 students and bowling lanes for 1.5 hours, and a \$5 arcade card for each student. The cost of these services is \$1,998.00 and will be paid with Site Funds and donations.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between AMF Rocklin Lanes and Glen Edwards Middle School.



AMF Rocklin Lanes

2325 Sierra Meadows Dr., Rocklin, California 95677

916-624-8216, Fax: 585-381-0378

BOOKED BY: Jeremy Figueroa

Event Contract

BEO#: 583-2433

ACCOUNT: Glen Edwards Middle School

ONSITE: Flavia McGinley

POST AS: 2020 Glen Edwards Middle School
Outing!

PHONE: (408) 386-8346

STATUS: Prospective

EMAIL: flavia_mcginley@yahoo.com

CELLPHONE:

TAX EXEMPT? No

TAX EXEMPT#

DAY/DATE	TIME	EVENT TYPE	GTD
Wednesday, June 3, 2020	9:30 AM - 11:30 AM	Kids	200

Quantity	Package Type	PRICE	SUBTOTAL
200	School/Camp w/out Food	\$7.99	\$1,598.00

NO.	MOR	PRICE	SUBTOTAL
	Shoes		

NO.	PLAY	PRICE	SUBTOTAL
	\$5 Arcade Card (10 Credits) for each Child		
	1.5 Hours of Bowling		
	30 Minutes of Bowling (Additional)		
200	School/Camp w/out Food - Additional 30 Minutes of Bowling	\$2.00	\$400.00

Subtotal: \$1,998.00
Event Fee: \$0.00
Sales Tax: \$0.00
Discount: \$0.00
GRAND TOTAL: \$1,998.00

DEPOSITS & PAYMENTS

Required Deposit:

Deposit Due: February 11, 2020

Date of Payment	Pay Method	Amount
Total		
Balance Due		

SIGNATURES

AMF Rocklin Lanes

Representative: Jeremy Figueroa

Date: February 8, 2020

Flavia McGinley, or authorized representative

Customer:

Carrie Carlson

Date:

2/10/2020

Subject to terms and conditions incorporated herein.

I, the undersigned, authorize AMF Rocklin Lanes to charge to the credit card described below an amount up to \$1,998.00, which constitutes total payment for the event described in this document.

Signature of cardholder:

Date: _____

If the cardholder is not available at the party, _____ is given authority to sign in the cardholder's absence.

Card type: _____

Card number: _____

Expire date: _____

CVV Code: _____

Cardholder Name: _____

Cardholder Address: _____

Cardholder ZIP: _____

INITIAL

TERMS & CONDITIONS

The following terms and conditions govern your purchase of event services from the bowling facility ("facilities", "we" or "us"). You agree as follows:

1. You are obligated to pay the total fees and charges referenced above on the face of this contract. Such amount represents your minimum total spend for the event ("Minimum Total Spend"). Subject to availability and our approval, you may modify the type or amount of event services you have purchased with us up to 3 business days prior to the event, provided you cannot reduce your Minimum Total Spend. All guests in your party will be counted as attendees.
2. (a) If you are ordering our services online through our web portal, you agree to pay for the total amount of your purchase upfront in full by credit card at the time of submitting your order to us. (b) If you are ordering our services other than through online means, you will deliver us a deposit in the amount specified above in this contract, payable by credit card, company check made payable to us or cash at the time of signing this contract. If such deposit is not received, we may cancel this contract with no further notice to you. The balance owed is due three (3) business days prior to the date of the event. (c) You authorize us to charge any credit card on file with us as sums are due hereunder, including any costs for damage caused by you or your guests. (e) Upon signing this contract, you are unconditionally liable for 10% of the total fees and charges which shall constitute a nonrefundable and noncancelable obligation ("nonrefundable commitment"). You may cancel this contract and the event up to 30 days prior to the date of event at which time we will refund the total fees and charges previously delivered to us, less your nonrefundable commitment which is retained by us. After the date which is 30 days prior to the event date, there will be no refunds and all obligations are noncancelable and you responsible for the total amount of your purchase (i.e., all contracted fees and charges). Any deposit or previously delivered funds can be applied against such obligation but you remain responsible for the full obligated sums. (f) Events cannot be rescheduled without our express prior written consent. If you purchase additional services and goods on the day of the event, you are liable for all additional amounts owed. Before commencing your event, you must bring and provide us the actual credit card you used at time of purchase and a valid photo I.D.
3. All food and beverages (alcoholic & non-alcoholic) must be purchased from us. No outside food (excluding birthday cakes/cupcakes), beverages, DJs, live music, open flame, equipment, decorations, or dancing are permitted. All events (other than events booked online) with 20 or more guests, or 4 or more lanes must pre-order food & beverages in an amount equal to or greater than the above stated contracted fees. During the month of December, you must purchase food & beverages in an amount equal to or greater than the above contracted price. "Tabs" are not permitted. None of our food or beverages may be removed from the premises. We are not responsible for any of your property left unattended at the facilities. Lane location will be selected at the sole discretion of the facility unless stated otherwise in this contract.
4. We are solely providing the facilities, services and equipment expressly stated in this contract, and no other. If you require installation of lighting or audio/video equipment or a tie-in to our existing systems, you must deliver such equipment for testing at our facilities at least 72 hours prior to the event, and we may require the presence of additional personnel whose time will be charged back to you. Rates are available upon request. Your equipment is not guaranteed to operate with our facilities.
5. If you provide us a credit card, we will apply all fees and charges incurred for the event against such card. You, however, remain responsible for all fees and charges incurred during the event.
6. Events may involve physical activity. You and your guests represent that you are in proper health to participate in such activities. You assume risks arising therefrom. We reserve the right to refuse entry due to age restrictions. 18+ and drinking age restrictions vary by location on nights and weekends. Children must be 4 or older to bowl and chaperoned. We reserve the right to refuse service and remove anyone from the facility which we reasonably believe threatens the safety of personnel or guests or causes damage to our facilities, including activity pertaining to: concealed weapons, intoxication, dress code violations, health/security, illegal drug activity, and/or any activity that violates federal, state, provincial or local laws. Other local restrictions and facility house rules may apply. You may not incorporate decorations, marketing, equipment, furniture or other similar items at the event without our prior written consent.
7. You are responsible for any and all damages, losses, claims and liability arising out of or related to your or your guests' use of the event facilities, equipment and services, or related to your event, including property damage or personal injury arising therefrom, and will release, indemnify and hold us harmless from damages, losses, claims and liability resulting therefrom (other than claims caused by our gross negligence or willful misconduct).
8. By signing this contract, the signer is attesting that he/she is authorized to sign this contract and hereby authorizes the credit card charges noted herein. We may send you marketing, advertising or promotional communication to the ~~76~~ contact information you provided - if you do not wish to receive such items, let us know.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Disposal of Surplus Items

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services

DEPARTMENT:

Business Services

MEETING DATE:

February 18, 2020

AGENDA ITEM AREA:

Consent

ENCLOSURES:

No

FINANCIAL INPUT/SOURCE:

General Fund

ROLL CALL REQUIRED:

No

BACKGROUND:

Board Policy 3270 provides that the Board of Trustees may authorize the disposal of surplus equipment when the equipment becomes unusable, obsolete or no longer needed. Administrative Regulation 3270 provides the process for selling surplus or obsolete property through a number of methods. If the property value is insufficient to defray the costs to arrange a sale, the Board may unanimously approve that property be donated to a charitable organization deemed appropriate by the Board or may be disposed of by dumping (EC 17546)

The attached list of items from Maintenance have been determined to be unusable, obsolete or no longer needed and the district desires to sell the Maintenance items through The Public Group, LLC., which is designed to ensure compliance with state regulations and policies. If items on the list do not sell or the cost to sell exceeds the estimated value, they will be disposed of by donation or dumping.

Per Education Code 17547, money received from the sale of surplus property shall be either deposited in the district reserve or general fund or credited to the fund from which the original purchase was made (for example Building Fund or Facilities Fund).

RECOMMENDATION:

Administration recommends the Board of Trustees declare the attached list of items as surplus, authorize the disposal and/or sale of the items and authorize the removal of these items from the fixed assets inventory list if applicable.

Surplus Items

Maintenance Items	Value	Location
58 CRT TV's	0.00 - Dispose	Maintenance

An * indicates items that might be used within the District.

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Student Discipline
Stipulated Expulsion
Student #19-20-D

AGENDA ITEM AREA:

Consent Session

REQUESTED BY:

Chuck Whitecotton
District Hearing Officer

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will take action under consent to approve the Stipulated Expulsion of Student #19-20-D.

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose approve the Stipulated Expulsion of Student #19-20-D.

wp/rk/factform

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:

Receipt of the 2018-19 Measure A and Measure N
General Obligation Bonds Audited Financial Statements
And Performance Audits

AGENDA ITEM AREA:

Discussion

REQUESTED BY:

Audrey Kilpatrick, Asst. Supt. Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act, amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, "for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities", upon approval by 55% of the electorate.

California law requires districts that have passed a general obligation bond under Proposition 39 to complete, on an annual basis, an independent financial audit and a performance audit. Beginning January 1, 2011, Senate Bill 1473 amended the Education Code by adding Section 15286 which requires that the financial and performance audits of the Proposition 39 bond funds are conducted in accordance with the Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States for financial and performance audits.

GAGAS defines performance audits as "objective analysis for management and those charged with governance and oversight to use to improve program performance and operations, reduce costs, facilitate decision making by parties with responsibility to oversee or initiate corrective action, and contribute to public accountability". Further performance audits, unlike financial audits, assess the effectiveness, economy and efficiency of the bond program.

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

Additionally, as required by Proposition 39, both the financial and performance audits for the 2018-19 fiscal year be submitted to the Bond Oversight Committee by March 31, 2020.

The audit firm of Crowe will be present at the Board meeting to present highlights of the Measure A and Measure N General Obligation Bonds Audited Financial Statements and Performance Audits.

RECOMMENDATION:

Administration recommends the Board of Trustees receive the 2018-19 Measure A and Measure N General Obligation Bonds Audited Financial Statements and Performance Audits.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

**MEASURE A GENERAL OBLIGATION BONDS
FINANCIAL STATEMENTS**

June 30, 2019

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California
MEASURE A GENERAL OBLIGATION BONDS
June 30, 2019

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INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Western Placer Unified School District
Lincoln, California

Report on the Financial Statements

We have audited the accompanying financial statements of Western Placer Unified School District (the "District") Measure A General Obligation Bonds (the "Bonds") activity included in the Building Fund of the District, as of and for the year ended June 30, 2019, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risk of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design the audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

(Continued)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Western Placer Unified School District (the "District") Measure A General Obligation Bonds activity as of June 30, 2019, and the changes in financial position thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present the financial activity and balances of the Measure A General Obligation Bonds activity only, and do not purport to, and do not, present fairly the financial position of Western Placer Unified School District, as of June 30, 2019 or the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 3, 2020 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters for Measure A General Obligation Bonds activity. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance for Measure A General Obligation Bonds activity. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance for the Measure A General Obligation Bonds activity.

Crowe LLP

Crowe LLP

Sacramento, California
February 3, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
BALANCE SHEET
June 30, 2019

ASSETS

Cash in County Treasury (Note 2)	\$ 29,453,367
----------------------------------	---------------

LIABILITIES AND FUND BALANCE

Accounts payable	\$ 3,542,901
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Fund balance – restricted (Note 3)	25,910,466
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Total liabilities and fund balance	\$ 29,453,367
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See accompanying notes to financial statements.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
For the Year Ended June 30, 2019

Revenues:	
Interest income	\$ <u>646,668</u>
Expenditures:	
Current:	
Classified salaries	104,994
Employee benefits	45,342
Books and supplies	229,970
Contract services and operating expenditures	161,525
Capital outlay	<u>15,836,074</u>
Total expenditures	<u>16,377,905</u>
Deficiency of revenues under expenditures	(15,731,237)
Other financing sources:	
Proceeds from sale of bonds	<u>15,000,000</u>
Change in fund balance	(731,237)
Fund balance, July 1, 2018	<u>26,641,703</u>
Fund balance, June 30, 2019	<u>\$ 25,910,466</u>

See accompanying notes to financial statements.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of Western Placer Unified School District (the "District") conform to accounting principles generally accepted in the United States of America as applicable to governments and to general practices within California school districts. The District accounts for its financial transactions in accordance with policies and procedures of the Department of Education's *California School Accounting Manual*. The activities of the Measure A Bonds are recorded along with other activities in the District's Building Fund. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB). The following is a summary of the more significant accounting policies:

Financial Reporting Entity: The financial statements include the activity and balances of the Measure A General Obligation Bonds activity, only. The activities of the Measure A General Obligation Bonds are recorded along with other activities in the District's Building Fund. These financial statements are not intended to present the financial position and results of operations of Western Placer Unified School District as a whole.

Basis of Accounting: Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

The basic financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or within 60 days after year end. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred. The exception to this general rule is that principal and interest on general obligation long-term liabilities, if any, is recognized when due.

Budgets and Budgetary Accounting: Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all government funds. By State law, the District's Board of Trustees must adopt a final budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District's Board of Trustees satisfied these requirements.

The District's Board of Trustees and Superintendent revise the budgets during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was employed as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

Cash and Cash Equivalents: For the purpose of the financial statements, cash equivalents are defined as financial instruments with an original maturity of three months or less. Funds invested in the Placer County Treasury are considered cash equivalents.

Accounting Estimates: The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

(Continued)

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Encumbrances: Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

NOTE 2 – CASH AND INVESTMENTS

Cash at June 30, 2019 consisted of the following:

Cash in County Treasury	\$ 29,453,367
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Pooled Funds: In accordance with Education Code Section 41001, the Office of Education maintains substantially all of its cash in the interest-bearing Placer County Treasurer's Pooled Investment Fund. The Office of Education is considered to be an involuntary participant in an external investment pool. The fair value of the Office of Education's investment in the pool is reported in the financial statements at amounts based upon the Office of Education's prorata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

Interest Rate Risk: The District does not have a formal investment policy that limits cash and investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. At June 30, 2019, the District had no significant interest rate risk related to cash.

Credit Risk: The District does not have a formal investment policy that limits its investment choices other than the limitations of State law.

Concentration of Credit Risk: The District does not place limits on the amount it may invest in any one issuer. At June 30, 2019, the District had no concentration of credit risk.

NOTE 3 – FUND BALANCE CLASSIFICATION

Governmental Accounting Standards Board Codification Sections 1300 and 1800, *Fund Balance Reporting and Governmental Fund Type Definitions* (GASB Cod. Sec. 1300 and 1800) implements a five-tier fund balance classification hierarchy that depicts the extent to which a government is bound by spending constraints imposed on the use of its resources. The five classifications are nonspendable, restricted, committed, assigned and unassigned. The fund balance of the Measure A General Obligation Bonds is restricted, as described below.

The restricted fund balance classification reflects amounts subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations of other governments, or may be imposed by law through constitutional provisions or enabling legislation. Fund balance is restricted for capital projects of the Building Fund in accordance with the Bond Project List for Measure A General Obligation Bonds.

(Continued)

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 4 – PURPOSE OF BOND ISSUANCE

Bond Authorization: By approval of the proposition for Measure A by at least 55% of the registered voters voting on the proposition at an election held on November 4, 2014, Western Placer Unified School District was authorized to issue and sell bonds of up to \$60,000,000 in aggregate principal amount.

Purpose of Bonds: The proceeds of the Bonds may be used:

"The Project List includes the construction of a new high school and the modernization, upgrade and construction projects at Lincoln High School, including:

- *Provide modern technology and computers to support 21st-century education*
- *Provide classrooms and instructional facilities that prepare students for college and careers*
- *Modernize, renovate or replace aging classrooms and other school facilities*
- *Replace aging portables with new classrooms*
- *Modernize classrooms and educational facilities to meet current safety codes*
- *Provide modern fire-detection, alarms, and emergency communications systems and other upgrades to ensure safety*
- *Provide seismic upgrades to classrooms and school facilities*
- *Provide additional classrooms to accommodate growth in student enrollment*
- *Upgrade, renovate, repair and construct, as needed, facilities supporting student services, including food services, administration and counseling buildings, and other school facilities*
- *Improve energy and operational efficiency to reduce maintenance and operating costs*
- *Improve parking lots, including the addition of covered parking*
- *Repair or replace outdated heating, lighting, electrical or sewer systems"*

As required by the California Constitution, the proceeds from the sale of bonds will be used only for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

NOTE 5 – GENERAL OBLIGATION BOND ISSUANCES

The bonds are general obligations of the District, and Placer County is obligated to levy ad valorem taxes for the payment of and interest on, the principal of the bonds. The Bond Interest and Redemption Fund is maintained by the County Treasurer and is used to account for both the accumulation of resources from ad valorem tax levies and the payment of interest and redemption of principal of the bonds issued by the District.

In June 2015, the District issued General Obligation Bonds, Series 2015A, totaling \$20,000,000. The bonds bear interest at rates ranging from 3.00% to 5.00% and are scheduled to mature through June 2041.

In May 2017, the District issued General Obligation Bonds, Series 2017B, totaling \$25,000,000. The bonds bear interest at rates ranging from 3.00% to 5.00% and are scheduled to mature through August 2047.

In November 2018, the District issued 2014 General Obligation Bonds, Series C, totaling \$15,000,000. The bonds bear interest at rates ranging from 3.375% - 5.00% and are scheduled to mature through August 2043.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

Board of Trustees
Western Placer Unified School District
Lincoln, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States the financial statements of Western Placer Unified School District (the "District") Measure A General Obligation Bonds (the "Bonds") activity included in the Building Fund of the District, as of and for the year ended June 30, 2019, and related notes to the financial statements and have issued our report thereon dated February 3, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Western Placer Unified School District internal control over Measure A General Obligation Bond activity financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Western Placer Unified School District's internal control. Accordingly, we do not express an opinion of the effectiveness of Western Placer Unified School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over that we consider to be material weaknesses. However, material weakness may exist that have not been identified.

(Continued)

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Western Placer Unified School District Measure A General Obligation Bond activity included in the Building Fund of the District's financial statements are free of material misstatement, we performed tests of the District's compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

This purpose of this report is intended solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Governmental Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Crowe LLP

Crowe LLP

Sacramento, California
February 3, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
SCHEDULE OF AUDIT FINDINGS
For the Year Ended June 30, 2019

No matters were reported.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
SCHEDULE OF PRIOR YEAR AUDIT FINDINGS
For the Year Ended June 30, 2019

No matters were reported.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

**MEASURE A GENERAL OBLIGATION BONDS
PERFORMANCE AUDIT**

June 30, 2019

WESTERN PLACER UNIFIED SCHOOL DISTRICT

MEASURE A GENERAL OBLIGATION BONDS
PERFORMANCE AUDIT
June 30, 2019

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Crowe LLP
Independent Member Crowe Global

INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Western Placer Unified School District
Lincoln, California

We have conducted a performance audit of the Western Placer Unified School District (the "District") Measure A General Obligation Bond funds for the year ended June 30, 2019.

We conducted our performance audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusion based on our audit objectives. We believe the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed on page 4 of this report which includes determining the compliance with the performance requirements for the Proposition 39 Measure A General Obligation Bonds under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Proposition 39 as they apply to the bonds and the net proceeds thereof. Management is responsible for Western Placer Unified School District's compliance with those requirements.

Solely to assist us in planning and performing our performance audit, we obtained an understanding of the internal controls of Western Placer Unified School District to determine the audit procedures that are appropriate for the purpose of providing a conclusion on the District's compliance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution, but not for the purpose of expressing an opinion on the effectiveness of internal control. Accordingly, we do not express any assurance on the internal control.

The results of our procedures indicated that, in all significant respects, Western Placer Unified School District expended Measure A General Obligation Bond funds for the year ended June 30, 2019 only for the specific projects developed by the District's Board of Trustees and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

Crowe LLP

Crowe LLP

Sacramento, California
February 3, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
BACKGROUND INFORMATION

LEGISLATIVE HISTORY

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, "for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities", upon approval by 55% of the electorate.

Education Code Section 15278 provides additional accountability measures:

1. A requirement that the school district establish and appoint members to an independent citizens' oversight committee.
2. A requirement that the school district expend bond funds only for the purposes described in Section 1(b)(3) of Article XIII A of the California Constitution, and ensuring that no funds are used for any teacher or administrative salaries or other school operating expenses.
3. A requirement to conduct an annual independent performance audit required by Section 1(b)(3)C of Article XIII A of the California Constitution.
4. A requirement to conduct an annual independent financial audit required by Section 1(b)(3)D of Article XIII A of the California Constitution.

WESTERN PLACER UNIFIED SCHOOL DISTRICT MEASURE A GENERAL OBLIGATION BONDS

On November 4, 2014, the electorate of Western Placer Unified School District approved the \$60,000,000 million Measure A General Obligation Bonds, with greater than 55% of the votes in favor. The text of the ballot language was as follows:

"For the purpose of updating/replacing aging classrooms and support facilities, and instructional technology needed for improved teaching, replacing portable classrooms, repairing/replacing roofs, worn-out floors, electrical systems, seismic upgrades and improving energy efficiency to save money and support instruction within the District"

The District's Board of Trustees developed the following Bond Project List for Measure A:

As discussed above, the Project List includes the construction of a new high school and the modernization, upgrade and construction projects at Lincoln High School, including:

- Provide modern technology and computers to support 21st-century education
- Provide classrooms and instructional facilities that prepare students for college and careers
- Modernize, renovate or replace aging classrooms and other school facilities
- Replace aging portables with new classrooms
- Modernize classrooms and educational facilities to meet current safety codes
- Provide modern fire-detection, alarms, and emergency communications systems and other upgrades ensure safety
- Provide seismic upgrades to classrooms and school facilities
- Provide additional classrooms to accommodate growth in student enrollment
- Upgrade, renovate, repair and construct, as needed, facilities supporting student services, including food services, administration and counseling buildings, and other school facilities
- Improve energy and operational efficiency to reduce maintenance and operating costs
- Improve parking lots, including the addition of covered parking
- Repair or replace outdated heating, lighting, electrical or sewer systems

(Continued)

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
BACKGROUND INFORMATION

WESTERN PLACER UNIFIED SCHOOL DISTRICT MEASURE A GENERAL OBLIGATION BONDS
(Continued)

In June 2015, the District issued General Obligation Bonds, Series 2015A, totaling \$20,000,000. The bonds bear interest at rates ranging from 3.00% to 5.00% and are scheduled to mature through June 2041.

In May 2017, the District issued General Obligation Bonds, Series 2017B, totaling \$25,000,000. The bonds bear interest at rates ranging from 3.00% to 5.00% and are scheduled to mature through August 2047.

In November 2018, the District issued 2014 General Obligation Bonds, Series C, totaling \$15,000,000. The bonds bear interest at rates ranging from 3.375% - 5.00% and are scheduled to mature through August 2043.

The financial activity related to the Measure A General Obligation Bonds is recorded within the District's Financial Activity Report for Fund 21 (Building Fund) in the District's audited financial statements for the year ended June 30, 2019.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
OBJECTIVES, SCOPE, METHODOLOGY AND CONCLUSION
For the Fiscal Year Ended June 30, 2019

OBJECTIVES

The objective of our performance audit was to determine that the District expended Measure A General Obligation Bond funds for the year ended June 30, 2019 only for the purposes approved by the voters and only on the specific projects developed by the District's Board of Trustees, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)C of Article XIII A of the California Constitution.

SCOPE

The District provided to us a list of all Measure A project expenditures (the "List") for the period from July 1, 2018 through and including June 30, 2019. A total of 230 expenditures representing \$16,377,905 from July 1, 2018 to June 30, 2019, were identified.

METHODOLOGY

We performed the following procedures to the List of Measure A General Obligation Bond project expenditures for the year ended June 30, 2019:

- Verified the mathematical accuracy of the expenditures List.
- Reconciled the List to total bond expenditures as reported by the District in the District's audited Measure A General Obligation Bonds financial statements for the year ended June 30, 2019.
- Selected a sample of expenditures totaling \$13,589,750. The sample was selected to provide a representation across specific construction projects, vendors and expenditure amounts. The sample represented 83% of the total expenditure value. Verified that the funds were generally expended for the construction, renovation, furnishing, and equipping of school facilities constituting authorized bond projects list. Verified that the funds used to pay the salaries of district employees were allowable per Opinion 04-110 issued on November 9, 2004 by the State of California Attorney General.

CONCLUSION

The results of our tests indicated that, in all significant respects, Western Placer Unified School District expended Measure A General Obligation Bond funds for the year ended June 30, 2019 only for the specific projects developed by the District's Board of Trustees and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

**MEASURE N GENERAL OBLIGATION BONDS
FINANCIAL STATEMENTS**

June 30, 2019

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California
MEASURE N GENERAL OBLIGATION BONDS
June 30, 2019

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INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Western Placer Unified School District
Lincoln, California

Report on the Financial Statements

We have audited the accompanying financial statements of Western Placer Unified School District (the "District") Measure N General Obligation Bonds (the "Bonds") activity included in the Building Fund of the District, as of and for the year ended June 30, 2019, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risk of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design the audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

(Continued)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Western Placer Unified School District (the "District") Measure N General Obligation Bonds activity as of June 30, 2019, and the changes in financial position thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present the financial activity and balances of the Measure N General Obligation Bonds activity only, and do not purport to, and do not, present fairly the financial position of Western Placer Unified School District, as of June 30, 2019 or the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 3, 2020 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters for Measure N General Obligation Bonds activity. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance for Measure N General Obligation Bonds activity. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance for the Measure N General Obligation Bonds activity.

Crowe LLP

Crowe LLP

Sacramento, California
February 3, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
BALANCE SHEET
June 30, 2019

ASSETS

Cash in County Treasury (Note 2)	<u>\$ 36,828,673</u>
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LIABILITIES AND FUND BALANCE

Accounts payable	\$ 2,178,042
------------------	--------------

Fund balance – restricted (Note 3)	<u>34,650,631</u>
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Total liabilities and fund balance	<u>\$ 36,828,673</u>
------------------------------------	----------------------

See accompanying notes to financial statements.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
For the Year Ended June 30, 2019

Revenues:	
Interest	\$ 699,318
Expenditures:	
Current:	
Classified salaries	\$ 141,817
Employee benefits	61,204
Books and supplies	317,633
Contract services and operating expenditures	386,962
Capital outlay	<u>17,506,137</u>
Total expenditures	<u>18,413,753</u>
Deficiency of revenues under expenditures	(17,714,435)
Other financing sources:	
Proceeds from sale of bonds	<u>30,000,000</u>
Change in fund balance	12,285,565
Fund balance, July 1, 2018	<u>22,365,066</u>
Fund balance, June 30, 2019	<u>\$ 34,650,631</u>

See accompanying notes to financial statements.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of Western Placer Unified School District (the "District") conform to accounting principles generally accepted in the United States of America as applicable to governments and to general practices within California school districts. The District accounts for its financial transactions in accordance with policies and procedures of the Department of Education's *California School Accounting Manual*. The activities of the Measure N Bonds are recorded along with other activities in the District's Building Fund. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB). The following is a summary of the more significant accounting policies:

Financial Reporting Entity: The financial statements include the activity and balances of the Measure N General Obligation Bonds activity, only. The activities of the Measure N General Obligation Bonds are recorded along with other activities in the District's Building Fund. These financial statements are not intended to present the financial position and results of operations of Western Placer Unified School District as a whole.

Basis of Accounting: Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

The basic financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or within 60 days after year end. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred. The exception to this general rule is that principal and interest on general obligation long-term liabilities, if any, is recognized when due.

Budgets and Budgetary Accounting: Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all government funds. By State law, the District's Board of Trustees must adopt a final budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District's Board of Trustees satisfied these requirements.

The District's Board of Trustees and Superintendent revise the budgets during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was employed as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

Cash and Cash Equivalents: For the purpose of the financial statements, cash equivalents are defined as financial instruments with an original maturity of three months or less. Funds invested in the Placer County Treasury are considered cash equivalents.

Accounting Estimates: The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

(Continued)

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Encumbrances: Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

NOTE 2 – CASH AND INVESTMENTS

Cash at June 30, 2019 consisted of the following:

Cash in County Treasury	\$ 36,828,673
-------------------------	---------------

Pooled Funds: In accordance with Education Code Section 41001, the Office of Education maintains substantially all of its cash in the interest-bearing Placer County Treasurer's Pooled Investment Fund. The Office of Education is considered to be an involuntary participant in an external investment pool. The fair value of the Office of Education's investment in the pool is reported in the financial statements at amounts based upon the Office of Education's prorata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

Interest Rate Risk: The District does not have a formal investment policy that limits cash and investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. At June 30, 2019, the District had no significant interest rate risk related to cash.

Credit Risk: The District does not have a formal investment policy that limits its investment choices other than the limitations of State law.

Concentration of Credit Risk: The District does not place limits on the amount it may invest in any one issuer. At June 30, 2019, the District had no concentration of credit risk.

NOTE 3 – FUND BALANCE CLASSIFICATION

Governmental Accounting Standards Board Codification Sections 1300 and 1800, *Fund Balance Reporting and Governmental Fund Type Definitions* (GASB Cod. Sec. 1300 and 1800) implements a five-tier fund balance classification hierarchy that depicts the extent to which a government is bound by spending constraints imposed on the use of its resources. The five classifications are nonspendable, restricted, committed, assigned and unassigned. The fund balance of the Measure N General Obligation Bonds is restricted, as described below.

The restricted fund balance classification reflects amounts subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations of other governments, or may be imposed by law through constitutional provisions or enabling legislation. Fund balance is restricted for capital projects of the Building Fund in accordance with the Bond Project List for Measure N General Obligation Bonds.

(Continued)

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 4 – PURPOSE OF BOND ISSUANCE

Bond Authorization: By approval of the proposition for Measure N by at least 55% of the registered voters voting on the proposition at an election held on November 8, 2016, Western Placer Unified School District was authorized to issue and sell bonds of up to \$60,000,000 in aggregate principal amount.

Purpose of Bonds: The proceeds of the Bonds may be used:

"Will be able to improve school safety, including fire and seismic safety; emergency and security systems; will also:

- *Provide modern technology and computers to support 21st-century education*
- *Upgrade science labs and technology for improved 21st Century learning at Glen Edwards Middle School*
- *Modernize classrooms/ facilities to support instruction in core subjects like math, science, reading and writing at Glen Edwards Middle School*
- *Repair/ replace leaky roofs, floors, plumbing, lighting, electrical, HVAC and water systems at Glen Edwards Middle School*
- *Renovate Glen Edwards Middle School and replace aging portables with new classrooms at Glen Edwards Middle School*
- *Improve energy efficiency and reinvest the savings into instructions*
- *Relieve overcrowding by constructing a new elementary school"*

As required by the California Constitution, the proceeds from the sale of bonds will be used only for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

NOTE 5 – GENERAL OBLIGATION BOND ISSUANCES

The bonds are general obligations of the District, and Placer County is obligated to levy ad valorem taxes for the payment of and interest on, the principal of the bonds. The Bond Interest and Redemption Fund is maintained by the County Treasurer and is used to account for both the accumulation of resources from ad valorem tax levies and the payment of interest and redemption of principal of the bonds issued by the District.

On May 2017, the District issued 2016 General Obligation Bonds, Series 2017A, totaling \$30,000,000. The bonds bear interest at rates ranging from 3.00% to 5.00% and are scheduled to mature through August 2047.

On November 2018, the District issued 2016 Series B General Obligation Bonds, totaling \$30,000,000. The bonds bear interest at rates ranging from 3.50% - 5.00% and are scheduled to mature through August 2043.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

Board of Trustees
Western Placer Unified School District
Lincoln, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States the financial statements of Western Placer Unified School District (the "District") Measure N General Obligation Bonds (the "Bonds") activity included in the Building Fund of the District, as of and for the year ended June 30, 2019, and related notes to the financial statements and have issued our report thereon dated February 3, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Western Placer Unified School District internal control over Measure N General Obligation Bond activity financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Western Placer Unified School District's internal control. Accordingly, we do not express an opinion of the effectiveness of Western Placer Unified School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over that we consider to be material weaknesses. However, material weakness may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Western Placer Unified School District Measure N General Obligation Bond activity included in the Building Fund of the District's financial statements are free of material misstatement, we performed tests of the District's compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

(Continued)

Purpose of this Report

This purpose of this report is intended solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Governmental Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Crowe LLP

Crowe LLP

Sacramento, California
February 3, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
SCHEDULE OF AUDIT FINDINGS
For the Year Ended June 30, 2019

No matters were reported.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
SCHEDULE OF PRIOR YEAR AUDIT FINDINGS
For the Year Ended June 30, 2019

No matters were reported.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

**MEASURE N GENERAL OBLIGATION BONDS
PERFORMANCE AUDIT**

June 30, 2019

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
PERFORMANCE AUDIT
June 30, 2019

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Crowe LLP
Independent Member Crowe Global

INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Western Placer Unified School District
Lincoln, California

We have conducted a performance audit of the Western Placer Unified School District (the "District") Measure N General Obligation Bond funds for the year ended June 30, 2019.

We conducted our performance audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusion based on our audit objectives. We believe the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed on page 4 of this report which includes determining the compliance with the performance requirements for the Proposition 39 Measure N General Obligation Bonds under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Proposition 39 as they apply to the bonds and the net proceeds thereof. Management is responsible for Western Placer Unified School District's compliance with those requirements.

Solely to assist us in planning and performing our performance audit, we obtained an understanding of the internal controls of Western Placer Unified School District to determine the audit procedures that are appropriate for the purpose of providing a conclusion on the District's compliance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution, but not for the purpose of expressing an opinion on the effectiveness of internal control. Accordingly, we do not express any assurance on the internal controls.

The results of our procedures indicated that, in all significant respects, Western Placer Unified School District expended Measure N General Obligation Bond funds for the year ended June 30, 2019 only for the specific projects developed by the District's Board of Trustees and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

Crowe LLP

Crowe LLP

Sacramento, California
February 3, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
BACKGROUND INFORMATION

LEGISLATIVE HISTORY

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, "for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities", upon approval by 55% of the electorate.

Education Code Section 15278 provides additional accountability measures:

1. A requirement that the school district establish and appoint members to an independent citizens' oversight committee.
2. A requirement that the school district expend bond funds only for the purposes described in Section 1(b)(3) of Article XIII A of the California Constitution, and ensuring that no funds are used for any teacher or administrative salaries or other school operating expenses.
3. A requirement to conduct an annual independent performance audit required by Section 1(b)(3)C of Article XIII A of the California Constitution.
4. A requirement to conduct an annual independent financial audit required by Section 1(b)(3)D of Article XIII A of the California Constitution.

WESTERN PLACER UNIFIED SCHOOL DISTRICT MEASURE N GENERAL OBLIGATION BONDS

On November 8, 2016, the electorate of Western Placer Unified School District approved the \$60,000,000 million Measure N General Obligation Bonds, with greater than 55% of the votes in favor. The text of the ballot language was as follows:

"Local Middle School Upgrade/ New Elementary School Construction Measure. To construct a new elementary school to prevent overcrowding and to upgrade/enhance/expand Glen Edwards Middle School by repairing classrooms, leaky roofs, ensuring safe drinking water, improving student safety, and updating and constructing science, math, computer labs, and a new gymnasium, shall Western Placer Unified School District issue \$60,000,000 in bonds, at legal rates, require independent audits, citizens' oversight, no money for administrators' salaries, with all funds used locally?"

The District's Board of Trustees developed the following Bond Project List for Measure N:

As discussed above, the Project List includes the construction of a new elementary school and the modernization, upgrade and construction projects at Glen Edwards Middle School, including:

- Provide modern technology and computers to support 21st-century education
- Upgrade science labs and technology for improved 21st Century learning at Glen Edwards Middle School
- Modernize classrooms/ facilities to support instruction in core subjects like math, science, reading and writing at Glen Edwards Middle School
- Repair/ replace leaky roofs, floors, plumbing, lighting, electrical, HVAC and water systems at Glen Edwards Middle School
- Renovate Glen Edwards Middle School and replace aging portables with new classrooms at Glen Edwards Middle School
- Improve energy efficiency and reinvest the savings into instructions
- Relieve overcrowding by constructing a new elementary school

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
BACKGROUND INFORMATION

WESTERN PLACER UNIFIED SCHOOL DISTRICT MEASURE N GENERAL OBLIGATION BONDS
(Continued)

On May 2017, the District issued 2016 General Obligation Bonds, Series 2017A, totaling \$30,000,000. The bonds bear interest at rates ranging from 3.00% to 5.00% and are scheduled to mature through August 2047.

On November 2018, the District issued 2016 Series B General Obligation Bonds, totaling \$30,000,000. The bonds bear interest at rates ranging from 3.50% - 5.00% and are scheduled to mature through August 2043.

The financial activity related to the Measure N General Obligation Bonds is recorded within the District's Financial Activity Report for Fund 21 (Building Fund) in the District's audited financial statements for the year ended June 30, 2019.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
OBJECTIVES, SCOPE, METHODOLOGY AND CONCLUSION
For the Fiscal Year Ended June 30, 2019

OBJECTIVES

The objective of our performance audit was to determine that the District expended Measure N General Obligation Bond funds for the year ended June 30, 2019 only for the purposes approved by the voters and only on the specific projects developed by the District's Board of Trustees, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)C of Article XIII A of the California Constitution.

SCOPE

The District provided to us a list of all Measure N project expenditures (the "List") for the period from July 1, 2018 through and including June 30, 2019. A total of 350 expenditures representing \$18,413,753 from July 1, 2018 to June 30, 2019, were identified.

METHODOLOGY

We performed the following procedures to the List of Measure N General Obligation Bond project expenditures for the year ended June 30, 2019:

- Verified the mathematical accuracy of the expenditures List.
- Reconciled the List to total bond expenditures as reported by the District in the District's audited Measure N General Obligation Bonds financial statements for the year ended June 30, 2019.
- Selected a sample of expenditures totaling \$9,057,679. The sample was selected to provide a representation across specific construction projects, vendors and expenditure amounts. The sample represented 49% of the total expenditure value. Verified that the funds were generally expended for the construction, renovation, furnishing, and equipping of school facilities constituting authorized bond projects list. Verified that the funds used to pay the salaries of district employees were allowable per Opinion 04-110 issued on November 9, 2004 by the State of California Attorney General.

CONCLUSIONS

The results of our tests indicated that, in all significant respects, Western Placer Unified School District expended Measure N General Obligation Bond funds for the year ended June 30, 2019 only for the specific projects developed by the District's Board of Trustees and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

**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:

Additional Sunshine for Negotiations Regarding the Collective Bargaining Agreement between the Western Placer Unified School District (WPUSD) and the Western Placer Teacher's Association (WPTA)

AGENDA ITEM AREA:

Action

REQUESTED BY:

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

ENCLOSURES:

Additional Collective Bargaining Sunshine Proposal for WPUSD

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 18, 2020

ROLL CALL REQUIRED:

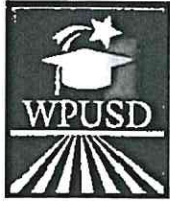
No

BACKGROUND:

Pursuant to Government Code section 3547, all proposals of the recognized employee groups and the District must be presented at a public meeting of the District. This is commonly referred to as "Sunshining" the proposals. The Western Placer Unified School District is proposing negotiations under the current 2018-2021 Collective Bargaining Agreement with an additional sunshine proposal. In order to allow the members of the public to become informed and have an opportunity to express themselves regarding the proposal, the District's additional proposal was presented for information/discussion at the February 4, 2020 Board of Trustees meeting.

RECOMMENDATION:

Administration recommends that the Board of Trustees approve the District's additional sunshine proposal for negotiations.



**WESTERN PLACER
UNIFIED SCHOOL DISTRICT**

600 Sixth Street, Suite 400, Lincoln CA 95648
Ph: 916-645-6350

Board of Trustees:

Paul Long
Brian Haley
Paul Carras
Kris Wyatt
Damian Armitage

Superintendent: Scott Leaman

VIA Electronic Mail

January 28, 2020

Tim Allen
Western Placer Teacher's Association (WPTA) President

Re: Western Placer Unified School District Additional Sunshine Proposal for Collective Bargaining Negotiations for the 2019-2020 School Year

Dear Tim,

This letter serves as notice that the District desires to negotiate contract provisions that are fiscally and educationally responsible. The District wishes to provide its students with instructional programs based on a sound, realistic budget. The District would like to sunshine and reopen the following article:

- *Article VIII: Leaves (Specifically Section I: Catastrophic Leave)*

We look forward to working together with the WPTA Bargaining Team throughout the negotiations process.

Sincerely,

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

CC: Scott Leaman, Superintendent (Via Email PDF)
Audrey Kilpatrick, Assistant Superintendent of Maintenance and Operations (Via Email PDF)
Kerry Callahan, Deputy Superintendent of Educational Services (Via Email PDF)
Barret Hess, WPTA Negotiations Chair (Via Email PDF)



**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:

Temporary Construction Easement

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Superintendent

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The district is entering into a construction easement for the south road in front of Carlin C. Coppin Elementary. The construction of the road will be focused on the summer, but could extend into the beginning of the school year. Allowances will be made for ingress and egress so the school can be accessed at all times.

RECOMMENDATION:

The administration recommends approval of the easement.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
TEMPORARY CONSTRUCTION EASEMENT**

Western Placer Unified School District, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("Grantor"), hereby grants to JEN California 14, LLC ("Grantee") and Grantee's contractors, subcontractors, agents and employees, a TEMPORARY CONSTRUCTION EASEMENT ("TCE") on and across the real property described in the attached Exhibit "A" that is owned by Grantor ("Property") for purposes of:

The construction of the 12th Street improvements, which are a condition of approval imposed by the City of Lincoln on the small lot tentative subdivision map for the Meadowlands Project ("Project"). A copy of the improvement plans approved by the City of Lincoln for the construction of the 12th Street improvements are attached as Exhibit "B" and incorporated hereto.

This TCE shall include, but is not limited to, Grantee's use of the Property, for ingress and egress, excavation, construction purposes, staging areas, and all other activities whatsoever in nature incidental to the Project.

This TCE shall become effective on June 6, 2020("Effective Date") and shall terminate on September 28, 2020 ("Termination Date"), unless otherwise extended in writing by Grantor. Upon such termination, Grantee shall return the Property to the Grantor in substantially the same condition as it was on the Effective Date.

Grantee shall indemnify, defend, protect and hold Grantor its officers, agents, or employees, Board of Education, and members of the Board of Education harmless from and against all liability, claims, demands, damages or costs of any kind whatsoever, including reasonable attorneys' fees, arising from or connected with Grantee's construction activities on the Property during the term of the TCE granted herein.

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of

Justice (DOJ) before entering the Property to determine that they have not been convicted of a serious or violent felony. If the Grantor determines that more than limited contact with students will occur during the performance of any services by a Grantee contractor, the contractor will not perform services until all employees providing services have been fingerprinted by the DOJ, and DOJ fingerprinting clearance certification has been provided to Grantor.

This temporary construction easement includes any and all construction activities, whether performed by Grantee or Grantee's agents, including its building contractors and other independent contractors. Grantee may not assign this temporary construction easement. However, Grantee may authorize construction activities on its behalf pursuant to this temporary construction easement.

In the event Grantee uses a third party contractor or subcontractor (each, a "Third Party Contractor") to perform any work or related activities on the Property in connection with the Project or otherwise, in addition to Grantee's ongoing indemnity obligations provided above, Grantee shall require any such Third Party Contractor to carry and maintain commercial general liability insurance in connection with such work or activity in commercially reasonable amounts. Furthermore, the Grantee shall require that such insurance (i) provide that it is primary to, and not contributing with, any policy of insurance carried by Grantor covering the same loss; (ii) include an endorsement providing that written notice shall be given to Grantor at least thirty (30) days (or such number of days acceptable to City) prior to termination, cancellation, or reduction of coverage of such policy; (iii) include an endorsement in substance and form satisfactory to Grantor naming Grantor as additional insured; and (iv) shall not include a provision which requires the Third Party Contractor to pay any deductible or self-insured retention as a condition precedent to coverage under said policy and shall expressly permit, but not require, Grantor to do so. Grantee shall require that any Third Party Contractor provide a certificate of such insurance with the endorsements described above attached thereto prior to, and as a condition of, any entry upon the Property.

It is understood and agreed that upon said termination date and the physical restoration of the TCE area, Grantee shall have no further obligation or liability in connection with the Property.

Each individual executing this TCE on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose

behalf he or she executes this TCE and that said entity shall thereby be obligated to perform the terms of this TCE. Each party shall provide evidence of such authorization if requested to do so by the other party.

GRANTOR:

GRANTOR:

WESTERN PLACER UNIFIED
SCHOOL DISTRICT

JEN California 14, LLC

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

All that real property situated in the State of California, County of Placer, City of Lincoln, located in the Southeast quarter of Section 10, Township 12 North, Range 6 East, M.D.M., being more particularly described as follows:

All that portion of that certain parcel of land described in the Deed to Western Placer Unified School District, recorded on January 2, 1968 in Volume 1228, Page 603 of Official Records of Placer County, being more particularly described as follows:

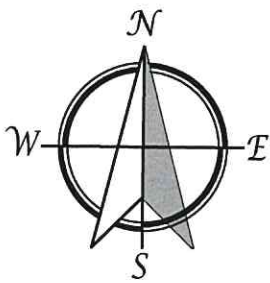
A strip of land having a uniform width of fifty (50.00) feet, the southerly line of which is described as follows:

Beginning at the Southwest corner of said parcel of land; thence from said **POINT OF BEGINNING**, along the southerly boundary thereof, North 89°14'02" East, 562.00 feet to the Southeast corner thereof, being the **POINT OF ENDING**.

The northerly line of said strip of land shall be lengthened so as to terminate at the easterly boundary of said parcel of land.

End of description.

See Exhibit "B" attached hereto and made a part hereof.

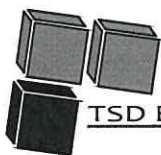
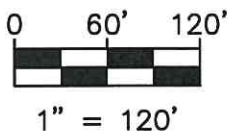
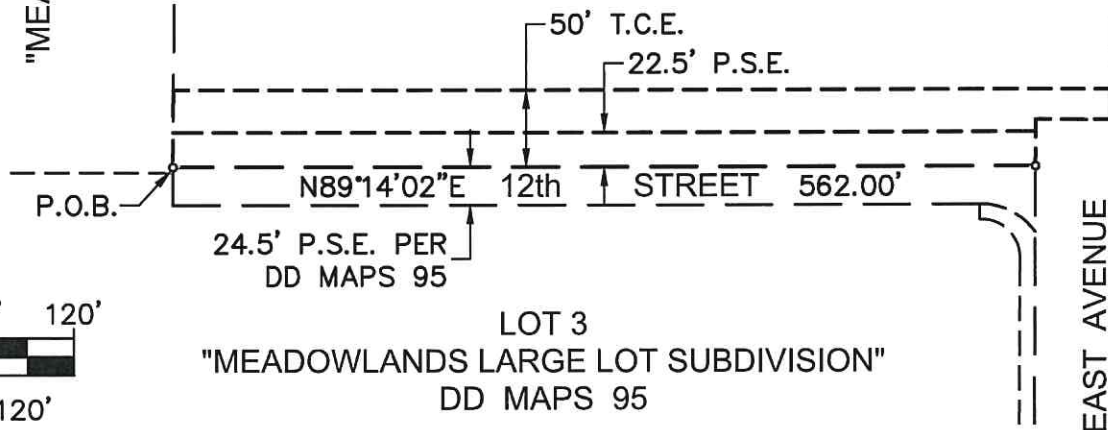


LEGEND:

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.S.E. PUBLIC STREET EASEMENT
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT

LOT 7
"MEADOWLANDS LARGE LOT SUBDIVISION"
DD MAPS 95

WESTERN PLACER UNIFIED
SCHOOL DISTRICT
1228 O.R. 603



785 Orchard, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

TSD ENGINEERING, INC.
expect more.

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
CITY OF LINCOLN
COUNTY OF PLACER, STATE OF CALIFORNIA

SCALE:
1"=120'
DATE:
4/17/2018
SHEET
1 OF 1

**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
Exhibits/Policies/Regulations

AGENDA ITEM AREA:

Action

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 18, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- BP/AR 3250 – Transportation Fees
- BP 3510 – Green School Operations
- BP/AR 3511– Energy and Water Management
- AR 3514 – Environmental Safety
- BP/AR 3540 – Transportation (AR Deleted)
- AR 3320 – Claims and Actions Against the District
- BP/AR 3551 – Food Service Operations/Cafeteria Fund
- BP 1431 – Waivers
- BB 9323 – Meeting Conduct
- BB 9150 – Student Board Members

RECOMMENDATION:

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

POLICY GUIDE SHEET

May 2019

Page 1 of 2

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

BP/AR 3250 - Transportation Fees

(BP/AR revised)

Policy updated to reference types of transportation services, in addition to home-to-school transportation, for which fees may be charged. The basis for establishing the amount of the fee deleted in BP since it is addressed in AR. Policy also adds material formerly in AR regarding (1) criteria for determining exemption of transportation fees based on financial need and (2) board certification to the county superintendent of schools that fees have been levied in accordance with law. Regulation reorganized to describe the types of transportation services for which fees are allowed, the amount of the fee, and then exemptions from fees. Material regarding the establishment of fees revised to reflect current practice which is no longer based on the Superintendent of Public Instruction's determination of the statewide average unsubsidized cost of providing transportation on a publicly owned or operated transit system.

BP 3510 - Green School Operations

(BP revised)

Policy expands best practices for environmental accountability in district programs and operations, including involvement of staff at all levels, use of least toxic pest management practices, compliance with green building standards in any new construction, acquisition of reduced or zero emission school buses, limitation of unnecessary idling of school buses or personal vehicles, implementation of green practices in the district's food services program, and use of green school activities as tools for student learning.

BP/AR 3511 - Energy and Water Management

(BP/AR revised)

Policy and regulation updated to reflect recommendations in **NEW STATE GUIDANCE** from CDE, the Division of the State Architect in the Department of General Services, and the State Water Resources Control Board. Policy also deletes green school strategies duplicated in other policies, and adds coordination with local and regional entities to share expertise and resources. Section on "Storm Water Management" deletes specific requirements for "nontraditional MS4 entities" that are subject to the General Permit for Storm Water Discharges to Small Municipal Separate Storm Sewer Systems, and clarifies that districts may also be subject to the Construction General Permit and the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Industrial Activities. Section on "Emergency Interruption of Services" contains material formerly in AR. Regulation expands components of the district's resource management program to include strategies related to outdoor spaces, drought-tolerant habitats, and equipment maintenance and repair. Regulation also adds new section on "Storm Water Management" with examples of best practices and adds new material related to the emergency interruption of services.

AR 3514 - Environmental Safety

(AR revised)

Regulation updated to reflect **NEW LAW (AB 2453, 2018)** which (1) authorizes state facilities modernization grants to be used to update air filtration systems and (2) authorizes districts and schools in communities with a high cumulative exposure to toxic air contaminants to work with air districts and to be eligible for a grant to implement air quality mitigation efforts. Regulation also reflects the July 1, 2019 deadline for completing testing for lead in the drinking water of any school constructed before January 1, 2010, and **NEW LAW (AB 2370, 2018)** which requires a licensed child care center that is located in a building constructed before January 1, 2010 to have its drinking water tested for lead contamination.

POLICY GUIDE SHEET

May 2019

Page 2 of 2

BP/AR 3540 - Transportation

(BP revised; AR deleted)

Policy updated to include material formerly in AR regarding the means of transportation, contracts for transportation services, and the option to pay parents/guardians their actual and necessary expenses in transporting the student. Policy also addresses (1) the district's authority to require families to pay a transportation fee, with specified exceptions; (2) the district's authority to transport students without parent/guardian permission when evacuation of students is necessary for their safety; and (3) the installation of a global positioning system on school buses to enhance safety and provide real-time location data. Regulation deleted and key concepts moved to BP.

TRANSPORTATION FEES

Because **Whenever** the cost of providing student transportation exceeds funding provided by the state, the Board of Trustees ~~finds it necessary to~~ **may** charge fees for home-to-school student transportation **and other transportation services as expressly authorized by law.**

(cf. 3260 - Fees and Charges)

(cf. 3540 - Transportation)

The Superintendent or designee shall annually submit proposed transportation fee schedules for Board approval. ~~Fees shall be determined on the basis of operating costs in accordance with law.~~

The transportation fee shall be waived for students with demonstrated financial need in accordance with Education Code 39807.5. Eligibility for free transportation based on financial need shall be determined in accordance with the income eligibility scales used for the free and reduced-price lunch program.

(cf. 3553 - Free and Reduced Price Meals)

In addition, no ~~No~~ charge shall be made for any transportation of a students **with a disability** whose individualized education program requires transportation **as a related service necessary to receive a free appropriate public education** ~~or whose parents/guardians are determined indigent pursuant to administrative regulations. (Education Code 39807.5)~~

~~*(cf. 3540 - Transportation)*~~

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 6159 - Individualized Education Program)

The ~~Governing~~ Board shall certify to the County Superintendent of Schools that the district has levied fees in accordance with law and that, in the event that excess fees have been charged, the fees have been reduced and excess fee revenue eliminated. **(Education Code 39809.5)**

Legal Reference: (see next page)

TRANSPORTATION FEES (continued)

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation program, especially:

10913 Fees for uses of school buses for community recreation purposes

35330 Excursions or field trips

39800-39860 Transportation, especially:

39801.5 Transportation fees for adults

39807.5 Payment of transportation cost; amount of payment

39809.5 Excess fees; adjustments

39837 Fees for summer employment transportation

41850 Home-to-school and special education transportation

49014 Public School Fair Debt Collection Act

49557-49558 Applications for free and reduced-price meals

~~49558 Confidentiality of applications and records~~

56026 Individuals with exceptional needs

CODE OF REGULATIONS, TITLE 5

350 Fees not permitted

CODE OF FEDERAL REGULATIONS, TITLE 7

~~245.8(a) Nondiscrimination practices for children eligible to receive free and reduced-price meals and free milk~~

COURT DECISIONS

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

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

Management Resources:

CDE MANAGEMENT ADVISORIES

~~0619.92 Fees for Pupil Transportation (#92-05)~~

CDE PROGRAM ADVISORIES

~~0609.95 School transportation fee exemption for handicapped children and pupils whose parents or guardians are indigent (LO: 2-95)~~

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017

WEB SITES

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

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

TRANSPORTATION FEES**~~Fee Schedule and Collection~~**

~~Transportation fees charged by the district shall not exceed the statewide average nonsubsidized cost of providing such transportation to a student on a publicly owned or operated transit system, as determined by the Superintendent of Public Instruction. (Education Code 39807.5)~~

~~The total amount received by the district from the state and parent/guardian fees shall not exceed the actual operating cost of home-to-school transportation during the fiscal year. If excess fees are collected due to errors in estimated costs, fees shall be reduced in succeeding years. (Education Code 39809.5)~~

~~The Board of Trustees shall certify to the County Superintendent of Schools that the district has levied fees in accordance with law and that, in the event that excess fees have been charged, the fees have been reduced and excess fee revenue eliminated. (Education Code 39809.5)~~

~~Bus passes and tickets shall be sold through the mail, online or at the district office. No money shall be collected on school buses. Students purchasing round trip passes will be guaranteed space on a school bus. Students desiring to ride occasionally may purchase a bus card for 10 one-way rides. Bus cards may be purchased through the mail or at the district office at specified times throughout the school year. Bus cards will allow for ridership on a space-available basis only.~~

~~Fees for Additional Services~~

When approved by the Governing Board, the district may charge transportation fees for students traveling to and from school. (Education Code 39807.5)

(cf. 3540 - Transportation)

(cf. 3541 - Transportation Routes and Services)

With Board approval, the ~~The~~ district may also charge **transportation** fees for:

- ~~3-1.~~ **Participants in a cCommunity recreation program offered pursuant to as provided in Education Code 39835 10900-10914.5 (Education Code 10913, 39835)**
- ~~4-2.~~ **Students traveling to-between the regular full-time schools they would attend and the regular full-time occupational classes provided by a Rregional Ooccupational Program or Ccenter or program (ROC/P) (Education Code 39807.5)**

(cf. 6178.2 - Regional Occupational Center/Program)

- ~~2-3.~~ **Matriculated or enrolled adults traveling to and from school, or adults pursuing other educational purposes (Education Code 39801.5)**

TRANSPORTATION FEES (continued)

4. Students traveling to and from their places of employment during the summer in connection with a summer employment program for youth (Education Code 39837)

~~3. Community recreation as provided in Education Code 39835 (Education Code 10913)~~

~~(cf. 3541—Transportation Routes and Services)~~

The total amount received by the district from the state and parent/guardian fees shall not exceed the actual operating cost of home-to-school transportation during the fiscal year. If excess fees are collected due to errors in estimated costs, fees shall be reduced in succeeding years. (Education Code 10913, 39801.5, 39809.5, 39837)

Bus passes and tickets shall be sold through the mail, online or at the district office. No money shall be collected on school buses.

Exemption from Fees

Upon enrollment and at the beginning of each school year, parents/guardians shall receive information about income eligibility standards and application procedures for a waiver of the transportation fee. All applications and related records shall be confidential and used only for the purposes of determining a student's eligibility for a fee waiver.

~~All users of the transportation system shall pay fees as determined annually by the Board, except as follows:~~

- ~~1. Special Education students whose individual education program calls for transportation services~~
- ~~2. Eligibility for reduced transportation based on indigency shall be determined by applying the Federal Policy for Child Nutrition Programs as outlined and periodically updated in the USDA eligibility manual for school meals. (<http://www.fns.usda.gov/cnd/guidance/EliMan.pdf>)~~
- ~~3. Families purchasing passes for two students to ride at the regular fare receive a reduced rate for the third child. No family shall pay for passes for more than three children in any one school year.~~
- ~~4. Children who are required to attend a school outside of their normal attendance area and who would not have normally been eligible for transportation services.~~

TRANSPORTATION FEES (continued)

~~5. — Students receiving reduced price transportation shall not be identified by the use of special bus passes, bus cards, lines, seats or any other means. They shall in no way be treated differently from other students. Nor shall their names be published, posted or announced in any manner or used for any purpose other than the transportation program.~~

~~At the beginning of the school year and whenever a new student is enrolled, parents/guardians shall receive information about reduced price transportation eligibility standards, application procedures and appeal procedures.~~

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

~~All applications and records related to eligibility for reduced price transportation shall be confidential and used primarily for purposes directly connected with the reduced price transportation program.~~

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

~~(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)~~

~~(cf. 5125 - Student Records)~~

Ridership Eligibility Conditions

~~All students will be eligible to ride upon presentation of a valid bus pass and on a space available basis, upon presentation of a bus card, except when student ridership has been suspended by the district.~~

~~All students will be required to comply with rules and regulations regarding student transportation as set forth elsewhere in the district policies and procedures. Furthermore, students who continually forget to bring their bus passes, students loaning passes or using bus passes that do not belong to them, and students who attempt to obtain transportation service without paying the proper fees may be denied transportation services.~~

~~Students transported from one school to another school as part of the district's educational program will not pay additional fees.~~

Refunds, Replacements and Prorations for Bus Passes

Refunds: ~~Written request for refunds shall be made directly to the district office and should contain the following information: name of student, date that pass will no longer be used, reason for refund request, school of attendance, and location where refund is to be sent. The bus pass, accompanied by the request for refund shall be submitted to the district office not later than 10 days after transportation services will not be utilized or after the district has denied services for disciplinary reasons. No refunds will be made on bus cards.~~

TRANSPORTATION FEES (continued)

~~Refunds shall be based on the date that the surrendered pass arrives in the district office. Refunds for passes shall be provided only for the following reasons, subject to a service charge:~~

- ~~1. Prorated refunds will be made for paid riders who are subsequently reassigned to Special Education classes and become legally eligible for free transportation.~~
- ~~2. Prorated refunds will be made for students who experience extended illness in excess of 15 consecutive school days.~~
- ~~3. Prorated refunds will be made for students moving out of a busing area.~~
- ~~4. Refunds will be made for students who are denied transportation for disciplinary reasons if services are denied for a period exceeding 15 school days.~~

~~Refunds will not be made for any other reason than the reasons stated above unless approved by the district office.~~

~~**Replacement of Bus Passes:** Bus passes are considered the property of the district, rented to the bearers, who are charged with custodial responsibility and are expected to safeguard them accordingly. The district assumes no responsibility for lost or stolen passes or bus cards. Readable mutilated passes will be replaced upon payment of a service charge. Missing passes will be replaced upon the payment of a service charge and after prior pass purchase has been verified.~~

Emergencies

~~In the event conditions beyond the control of the district prevent the district from providing the expected transportation services, the liability of the district will be limited to the refund of fees for that portion of the services not made available that exceeds \$1.00.~~

Bus and Bus Stop Assignments

~~Possession of a current pass entitles a student to ride to and from the designated school and bus stop only on the assigned bus. Reassignment to a different bus or a different stop can be requested by submitting a request to the Transportation Director; however, all decisions regarding bus assignments to buses and stops are at the sole discretion of the district.~~

~~Students planning to get off the bus anywhere other than their normal bus stop must bring a note from their parent/guardian. All notes of change exit must clear through the school office.~~

TRANSPORTATION FEES (continued)

~~Extracurricular Activity Trips~~

~~Parents/guardians of students participating in extracurricular activities shall be charged fees, in accordance with Board approved schedules, to help offset the cost of related transportation.~~

~~Extracurricular Activity Transportation Fees~~

~~All students will be required to comply with rules and regulations regarding student transportation as set forth elsewhere in the district policies and procedures.~~

Students receiving free transportation shall not be identified by the use of special bus passes, tickets, lines, seats, or any other means. They shall in no way be treated differently from other students, nor shall their names be published, posted, or announced in any manner or used for any purpose other than the transportation program.

Regulation
approved: September 4, 2007
revised: May 18, 2010
revised: April 3, 2012
revised: February 18, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

GREEN SCHOOL OPERATIONS

The ~~Governing~~ Board of Trustees believes that ~~all citizens have~~ **everyone has** a responsibility to be ~~a~~ stewards of the environment and desires to integrate environmental accountability into all district operations. The Superintendent or designee shall **develop strategies to promote district us of** “green” school **principles and** practices ~~that in order to conserve natural resources, reduce the impact of district operations on the environment, and protect the health of students, staff, and the community.~~

In developing such strategies and assessing the environmental conditions in district facilities and operations, the The Superintendent or designee ~~may shall~~ involve ~~district and site administrators and operations and maintenance staff at all levels and with varying job responsibilities, including administrators, certificated staff, and classified staff.;~~ **As appropriate, the Superintendent or designee may also consult with health professionals; representatives of local governmental agencies, utilities, solid waste and recycling companies, and community organizations; health professionals; and/or others with expertise as appropriate. in the assessment of current district operations and the development of strategies to improve the environmental impact of district operations.**

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 7131 - Relations with Local Agencies)

In selecting and prioritizing strategies, the Superintendent or designee shall give consideration to long-term potential cost savings, ~~the~~ initial costs, **feasibility of implementation, long-term potential cost savings,** quality and performance of the product or service, health impacts, ~~and environmental considerations,~~ **and potential educational value.**

(cf. 3100 - Budget)

(cf. 3460 - Financial Reports and Accountability)

~~Such~~ **District** strategies may include, but **are** not be limited to:

1. Reducing energy and water consumption, and ~~exploring~~ **using** renewable and clean energy technologies **and alternatives when available**

(cf. 3511 - Energy and Water Management)

2. Establishing recycling programs in district facilities

(cf. 3511.1 - Integrated Waste Management)

3. Reducing the consumption of disposable materials, by reusing materials and by using electronic rather than paper communications when feasible

4. ~~Purchasing and u~~Using environmentally preferable products and services whenever practical, including, but not limited to, products that:

GREEN SCHOOL OPERATIONS (continued)

- a. Minimize environmental impacts, toxins, pollutants, odors, and hazards
- b. Contain postconsumer recycled content
- c. Are durable and long-lasting
- d. Conserve energy and water
- e. ~~Produce a low amount of~~ **Reduce** waste

(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
~~*(cf. 3514.2 - Integrated Pest Management)*~~
(cf. 5141.23 - Asthma Management)
~~*(cf. 6161.3 - Toxic Art Supplies)*~~

- 5. Using least toxic, independently certified green cleaning products when feasible, as well as high-efficiency cleaning equipment that reduces the need to use chemicals
- 6. Providing professional development to maintenance staff in the proper use, storage, and disposal of cleaning supplies

(cf. 4231 - Staff Development)

- 7. **Using effective, least toxic pest management practices for the control and management of pests**

- ~~7.8. Focusing on green building standards, sustainability, and student health in facilities construction and modernization projects, including decisions about site selection, building design, and landscaping and grounds~~ **Ensuring that any construction of new facilities complies with green building standards pursuant to 24 CCR 101.1-703.1, and focusing on sustainability and student health in the design and implementation of facilities modernization projects**

(cf. 7110 - Facilities Master Plan)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7150 - Site Selection and Development)

- ~~8. Reducing vehicle traffic by encouraging students to walk or bicycle to school or use district or public transportation~~

- ~~8.9.~~ Reducing vehicle ~~traffic~~ **emissions** by:

- a. ~~E~~ncouraging students ~~to~~ walk or bicycle to school or ~~to~~ use district or public transportation

GREEN SCHOOL OPERATIONS (continued)

(cf. 3541 - Transportation Routes and Services)

(cf. 5142.2 - Safe Routes to School Program)

- b. Using reduced or zero emission school buses and vehicles and providing accompanying infrastructure such as charging stations**

(cf. 3540 - Transportation)

- c. Limiting unnecessary idling of school buses in accordance with 13 CCR 2480**
- d. Limiting unnecessary idling of personal vehicles by encouraging parents/guardians, through signage or other means of communication, to turn off their vehicles when parked on and around school grounds**

9.10. Implementing green school practices in the district's food service programs by:

- a. Providing fresh, locally sourced, unprocessed, organic food, including plant-based options, when available in the district's food services program**
- b. Reducing food packaging and using packaging that is recyclable and/or biodegradable**
- c. Utilizing reusable products**
- d. Encouraging zero-waste lunches when food is brought from home**
- e. Maintaining a system for food waste, such as composting**
- f. Providing sharing tables where unused cafeteria food items may, in accordance with Health and Safety Code 114079, be returned for student use or donated to a food bank or other nonprofit charitable organization**

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

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

10.11. Integrating green school practices and activities into the educational program by providing instruction to students on the importance of the environment, and involving students in the implementation and evaluation of green school activities and projects as appropriate, and utilizing green school activities and projects as learning tools

(cf. 6142.5 - Environmental Education)

Legal Reference: (see next page)

GREEN SCHOOL OPERATIONS (continued)

Legal Reference:

EDUCATION CODE

8700-8707 Environmental education

17070.96 Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards

17072.35 New construction grants; use for designs and materials for high performance schools

17608-17614 Healthy Schools Act of 2000

32370-32376 Recycling paper

33541 Environmental education

~~101012 Kindergarten-University Public Education Facilities Bond Act of 2006, allocations through 12th grade school facilities program~~

FOOD AND AGRICULTURAL CODE

13180-13188 Healthy Schools Act of 2000

HEALTH AND SAFETY CODE

114079 General food safety requirements; unused or returned food

PUBLIC CONTRACT CODE

12400-12404 Environmentally preferable purchasing

PUBLIC RESOURCES CODE

25410-25424 Energy conservation assistance

40050-40063 Integrated waste management act

42630-42647 Schools site source reduction and recycling assistance program

CODE OF REGULATIONS, TITLE 5

14010 Standards for school site selection

CODE OF REGULATIONS, TITLE 8

~~1859.70.4 Funding for high performance incentive grants~~

~~1859.71.6 Additional grant for high performance incentive, new construction~~

~~1859.77.4 Additional grants for high performance incentive, site and modernization~~

CODE OF REGULATIONS, TITLE 13

2480 Limitation to school bus idling and idling at schools

CODE OF REGULATIONS, TITLE 24

101.1-703.1 Green building standards

Management Resources:

CSBA PUBLICATIONS

~~Green Schools: An Overview of Key Policy Issues, Policy Brief, August 2009~~

~~CALIFORNIA DEPARTMENT OF GENERAL SERVICES PUBLICATIONS~~

~~Environmentally Preferable Purchasing Best Practices Manual~~

CALIFORNIA AIR RESOURCES BOARD PUBLICATIONS

School Bus Fleet Webinar, April 20, 2018

COLLABORATIVE FOR HIGH PERFORMING SCHOOLS PUBLICATIONS

CHPS Best Practices Manual, 2006

GLOBAL GREEN USA PUBLICATIONS

Healthier, Wealthier, Wiser: A Report on National Green Schools

GREEN SCHOOLS INITIATIVE PUBLICATIONS

Green Schools Buying Guide

HEALTHY SCHOOLS CAMPAIGN PUBLICATIONS

The Quick and Easy Guide to Green Cleaning in Schools, 2nd ed., 2008

WEB SITES

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

GREEN SCHOOL OPERATIONS (continued)

California Air Resources Board: <http://www.arb.ca.gov>
California Department of General Services, Green California: <http://www.green.ca.gov>
California Energy Commission: <http://www.energy.ca.gov>
Collaborative for High Performance Schools: <http://www.chps.net>
Global Green USA: <http://www.globalgreen.org>
Green Schools Initiative: <http://www.greenschools.net>
Healthy Schools Campaign: <http://www.healthyschoolscampaign.org/programs/gcs>
U.S. Environmental Protection Agency: <http://www.epa.gov>
U.S. Green Building Council, LEED Green Building Rating System: <http://www.usgbc.org>

Policy
adopted: March 20, 2012
revised: February 18, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

ENERGY AND WATER CONSERVATION

The Governing Board recognizes the importance of minimizing the district's use of natural resources, providing a high-quality environment that promotes health and productivity, and effectively managing the district's fiscal resources. **environmental and financial benefits that can be derived from conserving energy, water, and other natural resources, preparing for extreme weather and other natural events, and providing an environment that promotes the health and well-being of students and staff.** ~~To that end,~~ **To support district goals for energy and water management,** the Superintendent or designee shall develop a resource management program which **may** includes strategies for implementing effective and sustainable resource **use** practices, exploring **the use of** renewable and clean energy technologies **and/or sources**, reducing energy and water consumption, ~~minimizing utility costs, reducing the amount of waste of consumable materials, encouraging recycling and green procurement practices,~~ and promoting conservation principles **in the educational program.**

(cf. 0200 - Goals for the School District)

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

(cf. 3510 - Green School Operations)

(cf. 3511.1 - Integrated Waste Management)

(cf. 3512 - Equipment)

(cf. 6142.5 - Environmental Education)

~~The Superintendent or designee shall analyze the effect of a utility rate increase on the district's budget. He/she shall develop and implement any necessary contingency plans.~~

The Superintendent or designee may solicit input from staff, students, and parents/guardians regarding the district's resource management program. The Superintendent or designee shall provide staff and students with training and guidance on best practices to achieve the district's goals, and may establish a reward program to recognize outstanding accomplishments.

(cf. 1150 - Commendation and Awards)

The Superintendent or designee shall regularly inspect district facilities, **monitor** and operations, and make recommendations for maintenance and ~~capital expenditures~~ **repairs** which may help the district reach its conservation and management goals **and improve efficiency.**

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall make every effort to identify funding opportunities and cost-reducing incentive programs to help the district achieve its conservation goals. **The district may coordinate with other local or regional entities to capitalize on their expertise and maximize the efficient use of resources, such as through joint or shared use agreements.**

ENERGY AND WATER CONSERVATION (continued)*(cf. 1330.1 - Joint Use Agreements)**(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

The Superintendent or designee shall ~~periodically~~**regularly** report to the Board on the district's progress in meeting its conservation and **resource** management goals.

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)**(cf. 3516.5 - Emergency Schedules)***Storm Water Management**

~~The Board desires to ensure that, to~~ To the maximum extent practicable, the district **shall** reduce the discharge of pollutants into the water system in order to minimize the threat to water quality from storm water runoff. ~~When the district has been designated by the State Water Resources Control Board or a regional water quality control board, the~~

The Superintendent or designee shall ensure that the district complies with storm water discharge standards specified by any applicable General Permit requirements coverage required by law, including all requirements of the Construction General Permit issued by the State Water Resources Control Board for any project that disturbs one acre or more of soil. (40 CFR 122.34)

*(cf. 3514 - Environmental Safety)**(cf. 3314.1 - Hazardous Substances)**(cf. 3514.2 - Integrated Pest Management)*

The Superintendent or designee shall develop a storm water management **plan that complies with the provisions of the applicable permit** and ~~shall submit the plan and a resolution authorizing the implementation of the plan to the Board for approval. The district's plan shall~~ **and describes best management practices, design strategies, measurable goals, and timetables for implementation. in the following areas: and shall submit t**The plan and a resolution authorizing the **its implementation of the plan shall be submitted** to the Board for approval. **(40 CFR 122.34)**

- ~~1. Public education and outreach on storm water impacts~~
- ~~2. Public participation, such as participation in adoption and implementation of the plan~~
- ~~3. Illicit discharge detection and elimination, such as maps and programs to detect and eliminate illicit non-storm water discharges~~
- ~~4. Construction site storm water runoff control, such as reviewing construction plans, inspecting sites, and tracking construction site runoff, as well as erosion and sediment controls~~

ENERGY AND WATER CONSERVATION (continued)

- ~~5. Post construction storm water management, such as developing design standards for preventing runoff and verifying proper maintenance and operation of control procedures~~
- ~~6. Pollution prevention and good housekeeping, such as evaluating waste disposal, material storage, and equipment cleaning procedures and spill prevention, including at bus maintenance facilities.~~

~~The Superintendent or designee shall regularly report to the Board on the status of the district's implementation efforts.~~

For all projects, the district shall comply with any city or county ordinance that regulates drainage improvements and conditions. (Government Code 53097)

Emergency Interruption of Services

The Superintendent or designee shall develop a plan to minimize disruption to the educational program in the event of power outages or other emergency interruption of utility services. The plan shall include actions to be taken to facilitate student and staff safety, administrative control of operations, protection of equipment, effective communications, and coordination with local fire, police, and emergency personnel and utility service providers.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.5 - Emergency Schedules)

*Legal Reference:***EDUCATION CODE***17213.1 School sites**17280 Construction of school buildings**35275 Coordination of new facilities with recreation and park authorities**41422 School term or session length, failure to comply due to disaster**46392 Emergency conditions; ADA estimate***GOVERNMENT CODE***53097 Local agencies***PUBLIC RESOURCES CODE***25410-25421 Energy Conservation Assistance*

Legal Reference: (continued on next page)

ENERGY AND WATER CONSERVATION (continued)

Legal Reference (continue):

WATER CODE

189.3 Recommendations for best design and use practices

13383 Compliance with the federal Water Pollution Control Act

13383.5 Storm water discharge monitoring requirements

CODE OF REGULATIONS, TITLE 23

490-495 Model Water Efficient Landscape Ordinance

2200 Discharge permit fees

UNITED STATES CODE, TITLE 33

1342 National pollutant discharge elimination system

CODE OF FEDERAL REGULATIONS, TITLE 40

122.1-122.64 National pollutant discharge elimination system

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CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT ADVISORIES PUBLICATIONS

~~0118.01 California's Energy Challenge~~

~~0706.90 Water Conservation Advisory, 90-09~~

Guidance for Stormwater and Dry Weather Runoff CAPTURE (California Practices to Use Runoff Effectively) at Schools, December 2018

A Blueprint for Environmental Literacy: Educating Every Student In, About, and For the Environment, 2015

~~0222.90 Average Daily Attendance Credit During Periods of Emergency, Management Advisory 90-01, rev. February 10, 2005~~

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD PUBLICATIONS

Guidance for Design and Construction of Vegetated Low Impact Development Projects, 2016

U.S. ENVIRONMENTAL PROTECTION AGENCY PUBLICATIONS

National Management Measures to Control Nonpoint Source Pollution from Urban Areas, 2005

WEB SITES

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

Alliance to Save Energy: <http://www.ase.org/>

California Department of Education, Facilities: <http://www.cde.ca.gov/lr/fa>

California Department of Water Resources: <https://water.ca.gov>

California Division of State Architect: <https://www.dgs.ca.gov/DSA>

California Energy Commission: <http://www.energy.ca.gov/>

California State Water Resources Control Board: <http://www.swrcb.ca.gov>

California Stormwater Quality Association: <https://www.casqa.org/resources>

Collaborative for High Performance Schools (CHPS): <https://chps.net>

Green School Yards America: <http://www.greenschoolyards.org>

U.S. Environmental Protection Agency: <http://www.epa.gov>

~~Department of General Resources, Green California, Sustainable Schools:~~

~~<http://www.green.ca.gov/GreenBuildings/schools>~~

Policy

adopted: September 4, 2007

revised: March 6, 2012

revised: February 18, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

ENERGY AND WATER CONSERVATION

~~The district's energy emergency action plan shall, at a minimum, address the following:~~

In the development of the district's energy and water resource management program, the Superintendent or designee shall analyze the efficiency and environmental impact of, and consider strategies for improving, the following district systems:

1. **Lighting** ~~Procedures for student and staff safety during power outages~~
2. **Heating Methods** ~~to ensure administrative control of operations during power outages~~
3. **Water heaters** ~~Procedures to protect equipment that may be damaged by power outages, such as computers and pumps~~
4. **Electrical equipment and appliances** ~~Procedures to establish a clear, effective communications system with staff, students and parents/guardians~~
5. **Water uses and irrigation, including drains, faucets, and pipes** ~~Guidelines for coordination with local fire, police and utility providers~~
6. **Grounds management**

~~(cf. 3516 - Emergencies and Disaster Preparedness Plan)~~
~~(cf. 7111 - Evaluating Existing Buildings)~~

In addition, the district's resource management program may include strategies to address the following:

~~The Superintendent or designee designates the following position as coordinator of the district's energy tracking, reporting, and conservation efforts:~~

~~Director of Maintenance and Facilities~~

~~District and school site plans to conserve resources shall address energy and water use at each site, including plans for:~~

1. ~~Reducing energy use during high peak hours~~
2. ~~Shutting down lights and equipment when facilities are not in use~~
3. ~~Updating each site's preventative maintenance schedule for emergency lighting, generators, exit lighting, and other safety related equipment~~

Resource Management Program

ENERGY AND WATER CONSERVATION (continued)

~~In the development of the district's resource management program, the Superintendent or designee shall analyze and review the lighting; heating, ventilation, and air conditioning systems; water heaters; electrical equipment and appliances; water use and irrigation; and solid waste and recycling systems. The following district operations shall be incorporated into the district's resource management program:~~

1. **Educational programs that focus on environmental literacy and incorporate the Next Generation Science Standards**

~~(cf. 6142.5 - Environmental Education)~~

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

2. **Outdoor student facilities that are environmentally sustainable and include increased shaded areas to reduce playground temperatures**

~~(cf. 5141.7 - Sun Safety)~~

- ~~2.3.~~ Classroom and building management and maintenance

- ~~3.4.~~ Food services and equipment maintenance **food waste reduction**

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

- ~~4.5.~~ Landscaping ~~selection and irrigation~~ **practices, including establishing drought-tolerant habitats**

- ~~5.6.~~ Transportation services and maintenance

~~(cf. 3540 - Transportation)~~

- ~~6.7.~~ **Inclusion of best practices for water management in n**New construction projects

~~(cf. 7110 - Facilities Master Plan)~~

- ~~7.8.~~ Administrative operations **that focus on cost reduction and conservation**

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

- ~~8. —~~ Use of facilities by outside groups

~~(cf. 1330 - Use of School Facilities)~~

~~(cf. 3512 - Equipment)~~

~~(cf. 7111 - Evaluating Existing Buildings)~~

9. **Regular equipment maintenance and repair**

~~(cf. 3512 - Equipment)~~

ENERGY AND WATER CONSERVATION (continued)

~~The Superintendent or designee may solicit input from staff, students, and parents/guardians about the district's program. The superintendent or designee shall provide staff and students with training and guidance on best practices to achieve the district's goals, such as a reward program to recognize outstanding accomplishments.~~

Storm Water Management

The Superintendent or designee shall implement a storm water management plan that complies with applicable state and federal law and local ordinances. The plan shall include best practices designed to reduce waste, pollution, environmental degradation, and damage to school facilities and infrastructure by:

- 1. Incorporating water capture and filtration systems for storm water when necessary**
- 2. Emphasizing school practices and school design that reduce runoff and human pollutants, such as plastics, oils, grease, metals, and pesticides**
- 3. Preserving, creating, and enhancing natural areas and greenspace that aid in storm water and dry weather capture**
- 4. Minimizing impervious surface area and controlling runoff from impervious surfaces**
- 5. Utilizing, when possible, soils that promote infiltration**
- 6. Incorporating storm water design signage features and learning opportunities for public education**

Emergency Interruption of Services

~~The Superintendent or designee shall develop a plan to address actions to be taken in the event of power outages or other emergency interruption of utility services, both during and after school operations. The plan shall address procedures to help ensure student and staff safety, administrative control of operations, protection of equipment, effective communications, and coordination with local fire, police, and utility service providers. The Superintendent or designee shall consult with local law enforcement, emergency personnel, and the county office of emergency services in the development of strategies to be implemented in the event of power outages or other emergency interruptions of utility services. The strategies shall prescribe a means of notifying appropriate agencies to ensure all utilities are properly restored after interruption.~~

ENERGY AND WATER CONSERVATION (continued)

~~(cf. 0450 – Comprehensive Safety Plan)~~
~~(cf. 3516 – Emergencies and Disaster Preparedness Plan)~~
~~(cf. 3516.5 – Emergency Schedules)~~

The Superintendent or designee shall reopen schools and return to normal instructional activities as soon as safe operations can be resumed. If any school will be closed for an extended period of time, the district shall make alternative arrangements for students and staff so as not to interrupt the educational program.

The Superintendent or designee shall communicate with staff, students, and parents/guardians regarding any interruption of educational services due to utility service outages, including any necessary alternative arrangements and the date or time that normal operations of the school are expected to resume.

~~(cf. 1100 - Communication with the Public)~~
~~(cf. 3516.5 - Emergency Schedules)~~

Regulation
approved: September 4, 2007
revised: March 6, 2012
revised: February 18, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

ENVIRONMENTAL SAFETY

The Superintendent may designate **and train** one or more employees to oversee and coordinate the district's environmental safety program(s). The responsibilities of the coordinator(s) shall include, but not be limited to, overseeing assessments of district facilities, recommending strategies for the prevention and mitigation of environmental health risks, ensuring effective implementation of environmental safety strategies, and reporting to the Superintendent regarding the district's progress in addressing environmental safety concerns.

(cf. 3510 - Green School Operations)
(cf. 3511 - Energy and Water Management)
(cf. 3517 - Facilities Inspection)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 5142 - Safety)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7150 - Site Selection and Development)

Indoor Air Quality

In order to provide proper ventilation, humidity, and temperature in school facilities and to reduce indoor air contaminants, the Superintendent ~~or designee shall ensure that the~~ following strategies ~~are~~ **shall be** implemented:

1. Mechanically driven heating, ventilation, and air conditioning systems shall be operated continuously during working hours except under the circumstances specified in 8 CCR 5142-5143. The systems shall be inspected at least annually and problems corrected within a reasonable time. Where the air supply is filtered, the filters shall be replaced or cleaned regularly to prevent significant reductions in airflow. Documentation of inspections, tests of ventilation rates, and maintenance records shall be retained for at least five years. (8 CCR 5142-5143)

(cf. 3580 - District Records)

Staff shall ensure that airflow is not obstructed by the blocking of ventilators with posters, furniture, books, or other obstacles.

2. School ~~buildings~~ **facilities** shall be regularly inspected for water damage, spills, leaks in plumbing and roofs, poor drainage, and improper ventilation so as to preclude the buildup of mold and mildew **and prevent accidents due to unsafe conditions**. Wet building materials and furnishings shall be dried within 48 hours if possible to prevent mold growth. When evidence of mold or mildew is found, maintenance staff shall locate and repair the source of water intrusion and remove or clean moldy materials.
3. Exterior wall and foundation cracks and openings shall be sealed as soon as possible, to minimize seepage of radon into buildings from surrounding soils.

ENVIRONMENTAL SAFETY (continued)

4. Least toxic pest management practices shall be used to control and manage pests at school sites. **(Education Code 17608-17614; Food and Agriculture Code 13182)**

(cf. 3514.2 - Integrated Pest Management)

5. ~~The Superintendent or designee shall install a~~ **A** carbon monoxide detector or alarm **shall be installed** in all school building that contain a fuel-burning appliance, fireplace, or forced-air furnace, **unless otherwise exempted by state law or regulations**. The device or alarm shall be located in close proximity to the appliance in order to accurately detect any alert school personnel of any leakage of carbon monoxide. (24 CCR 915.1-915.7)
6. Schedules and practices for routine housekeeping and maintenance shall be designed to effectively reduce levels of dust, dirt, and debris. Plain water, soap and water, or low-emission cleaning products shall be used whenever possible. Aerosols, including air fresheners and other products containing ozone, shall be avoided to the extent possible.

(cf. 5141.23 – Asthma Management)

7. Painting of school facilities and maintenance or repair duties that require the use of potentially harmful substances shall be limited to those times when school is not in session. Following any such activity, the facility shall be properly ventilated with adequate time allowed prior to reopening for use by any person.
8. Paints, adhesives, and solvents shall be used and stored in well-ventilated areas. These items shall be purchased in small quantities to avoid storage exposure.

(cf. 3514.1 - Hazardous Substances)

9. To the extent possible, printing and duplicating equipment that may generate indoor air pollutants, such as methyl alcohol or ammonia, shall be placed in a well-ventilated area with minimal exposure of students and staff.
10. The district's tobacco-free schools policy shall be consistently enforced in order to reduce the health risks caused by second-hand smoke.

(cf. 3513.3 - Tobacco-Free Schools)

11. Staff and students shall be asked to refrain from bringing common irritants into the classroom, including, but not limited to, furred or feathered animals, stuffed toys that may collect dust mites, scented candles, incense, or air fresheners and from using perfumes or cologne, scented locations or hair spray, nail polish or nail polish remover, or other personal care products that are not fragrance-free in classrooms, **school buses**, or other enclosed areas or buildings.

ENVIRONMENTAL SAFETY (continued)

(cf. 6163.2 - Animals at School)

Outdoor Air Quality

The Superintendent or designee may **coordinate with the local air resources control board and** monitor local health advisories and outdoor air quality alerts, ~~including to obtain~~ forecasts of ozone levels, particle pollution, ultraviolet radiation levels, and/or temperature and humidity.

Whenever ~~these measures~~ **a forecast** indicates a significant health risk, the Superintendent or designee shall communicate with each principal so that outdoor activities, especially those requiring prolonged or heavy exertion, may be avoided, limited in duration, or modified as necessary for all persons or for persons who may be particularly susceptible to the health risk involved.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.5 - Emergency Schedules)

(cf. 5141.7 - Sun Safety)

(cf. 6142.7 - Physical Education and Activity)

Cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

Reduction of Vehicle Emissions

In order to reduce public exposure to toxic air contaminants, school bus drivers and other drivers of commercial motor vehicles shall limited unnecessary idling of vehicles at or near schools in accordance with 13 CCR 2480. The Superintendent or designee may also request parents/guardians to turn off their vehicles when they are idling on school grounds and encourage students to walk and/or bicycle to school.

(cf. 3540 - Transportation)

(cf. 3541.1 - Transportation for School-Related Trips)

Cf. 3542 - School Bus Drivers)

(cf. 5142.2 - Safe Routes to School Program)

Any **school bus that is** diesel-fueled, dual-fueled, or alternative diesel-fueled ~~school bus with~~ **and has** a gross vehicle weight rating over 14,000 pounds shall be equipped with a particulate filter designed to reduce particulate matter emissions, oxides of nitrogen emissions, and other pollutants. (13 CCR 2025)

Drinking Water Safety

The quality and safety of the district's drinking water sources shall be regularly assessed and drinking fountains shall be regularly cleaned and maintained, to ~~avoid the presence of~~ **ensure that drinking water consumed at school does not contain** dirt, mold, **lead,** or other impurities or **contaminants that may cause serious** health concerns.

ENVIRONMENTAL SAFETY (continued)

Whenever any contaminants in the drinking water are determined to be a concern, the Superintendent or designee shall take reasonable steps to identify the source and mitigate the concern **any potential problem** to ensure the availability of safe drinking water. As needed, the Superintendent or designee shall provide alternative sources of drinking water, such as bottled water **or on-site water filtration**, to ensure that students have access to fresh drinking water at mealtimes and at other times throughout the day.

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

Whenever testing of drinking water finds concentrations of lead that exceed federal and state standards, the Superintendent or designee shall notify parents/guardians and take immediate steps to **shut down and** make inoperable any fountains or faucets where excess lead levels may exist. ~~(Health and Safety Code 116277)~~

Prevention of Lead Exposure

In addition to ~~keeping school facilities as dust-free and clean as possible~~ **testing for the presence of lead in drinking water in district schools**, the following steps shall be taken to minimize potential exposure to lead in school facilities:

1. **School facilities shall be kept as dust-free and clean as possible.**
12. Lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall not be used in the construction of any new school facility or the modernization or renovation of any existing school facility. (Education Code 32244)
23. Lead exposure hazards shall be evaluated before any renovation or remodeling is begun, and children shall not be allowed in or near buildings in which these activities may create lead dust. Contractors and workers shall comply with state and federal standards related to the handling and disposal of lead debris and the clean-up and containment of dust within the construction area.
- 3.4. Lead-based painted surfaces that are in good condition shall be kept intact. If lead-based paint is peeling, flaking, or chalking, contractors or workers shall follow state and federal standards for safe work practices to minimize contamination when removing the paint.
- 4.5. Soil with high lead content may be covered with grass, other plantings, concrete, or asphalt. For soil with high lead content, removal and abatement are required.
5. ~~Drinking water shall be regularly tested for lead and remediated as provided in the section "Drinking Water" above.~~

ENVIRONMENTAL SAFETY (continued)

Any action to abate existing lead hazards, ~~excluding containment or cleaning~~, shall be taken only by contractors, inspectors, and workers certified by the California Department of Public Health in accordance with 17 CCR 35001-35099. (Education Code 32243)

Prevention of Mercury Exposure

The Superintendent or designee shall identify **mercury-containing** any products ~~containing mercury~~ that are present in district facilities and, to the extent possible, shall replace them with mercury-free alternatives.

Staff shall receive information about proper procedures to follow in the event of a mercury spill. Clean-up instructions, a clearly labeled kit with necessary clean-up supplies, and a list of local resources shall be readily accessible.

In the event of a spill, staff shall evacuate all students from the immediate area of the spill, ensure that any clothing or other items with mercury on them remain in the room, open windows to the outside, and close doors to other parts of the school. Staff who are trained in proper clean-up procedures may carefully clean a small spill. As needed for larger or difficult-to-clean spills, the Superintendent or designee shall use an experienced professional referred by the local health department or environmental agency.

Any products containing mercury shall be properly disposed at an appropriate hazardous waste collection facility.

Asbestos Management

The Superintendent shall designate an employee who shall ensure that the district's responsibilities related to asbestos inspection and abatement are implemented in accordance with federal and state regulations. This employee shall receive adequate training to perform these duties, including, as necessary, basic knowledge of the health effects of asbestos; detection, identification, and assessment of asbestos-containing **building** materials; options for controlling asbestos-containing building materials; asbestos management programs; and relevant federal and state regulations. (40 CFR 763.84)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The designated employee shall ensure that the district complies with the following requirements:

ENVIRONMENTAL SAFETY (continued)

1. School facilities shall be inspected for asbestos-containing **building** materials as necessary in accordance with the following:
 - a. Any school building that is leased, acquired, or otherwise used by the district shall be inspected for asbestos-containing **building** materials prior to its use as a school building, unless exempted by federal regulations. (40 CFR 763.85, 763.99)
 - e.b At least once every six months, the district shall conduct a periodic surveillance consisting of a visual inspection of each school building that contains or is assumed to contain asbestos-containing building materials. (40 CFR 763.92)
 - b.c At least once every three years, the district shall conduct a re-inspection of all known or assumed asbestos-containing building materials in each school building. (40 CFR 763.85)
2. Based on the results of the inspection, an appropriate response, which is sufficient to protect human health and the environment, shall be determined from among the options specified in 40 CFR 763.90. The district may select the least burdensome response, taking into consideration local circumstances, including occupancy and use patterns within the school building and economic concerns such as short-term and long-term costs. (40 CFR 763.90)
3. An asbestos management plan for each school site shall be maintained and regularly updated to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, re-inspection, and response action activities. (15 USC 2643; 40 CFR 763.93)

The asbestos management plan shall be available for inspection in district and school offices during normal business hours and parent/guardian, teacher, and employee organizations are annually informed of the availability of these plans. (40 CFR 763.84, 763.93)

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

4. Staff, students, and parents/guardians shall be informed at least once each school year about any inspections, response actions, and post-response actions, including periodic re-inspection and surveillance activities, that are planned or in progress. (40 CFR 763.84)

ENVIRONMENTAL SAFETY (continued)

5. Inspections, re-inspections, periodic surveillance, and response actions, including operations and maintenance, shall be conducted in compliance with state and federal regulations for the protection and safety of workers and all other individuals. (~~40 CFR 763.84; Education Code 49410.5~~) (**Education Code 49410.5; 40 CFR 763.84, 763.90**)

Asbestos inspection and abatement work, preparation of a management plan, and any maintenance activities that may disturb asbestos-containing building materials, except for emergency repairs or small-scale, short-duration maintenance activities, shall be completed by state-certified asbestos inspectors or contractors. (15 USC 2646; 40 CFR 763.84, 763.85, ~~763.85~~, 763.91)

6. All custodial and maintenance employees shall be properly trained in accordance with applicable federal and/or state regulations. (40 CFR 763.84)

All district maintenance and custodial staff who may work in a building that contains asbestos-containing building materials, regardless of whether they are required to work with such materials, shall receive at least two hours of related asbestos awareness training. New maintenance and custodial staff shall receive such training within 60 days after beginning employment. Any maintenance or custodial staff who conduct activities that will disturb asbestos-containing **building** materials shall receive 14 hours of additional training. The trainings shall address the topics specified in 40 CFR 763.92. (15 USC 2655; 40 CFR 763.84, 763.92)

7. Short-term workers, such as telephone repair workers, utility workers, or exterminators, who may come in contact with asbestos in a school shall be provided information regarding the locations of known or suspected asbestos-containing building materials. (40 CFR 763.84)

8. Warning labels shall be posted immediately adjacent to any known or suspected asbestos-containing building material located in routine maintenance areas in accordance with 40 CFR 763.95. (40 CFR 763.84)

The district shall maintain, in both the district and school offices and for a period of three years, records pertaining to each preventive measure and response action taken; staff training; periodic surveillances conducted; cleaning, operations, and maintenance activities; and any fiber release episode. (40 CFR 763.94)

Regulation
approved: September 4, 2007
revised: September 7, 2010
revised: February 3, 2015
revised: August 7, 2018
revised: February 18, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

TRANSPORTATION

The Board of Trustees desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance, and reduce tardiness. **In determining t**~~The extent to which the district will provides for transportation services, the Board shall weigh shall depend upon student and community needs and against the cost of providing such services a continuing assessment of financial resources.~~

(cf. 3100 - Budget)

~~*(cf. 3250 - Transportation Fees)*~~

(cf. 3541 - Transportation Routes and Services)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance Agreements)

(cf. 6178.2 - Regional Occupational Center/Program)

The Superintendent or designee shall recommend to the Board ~~the most economical,~~ **environmentally sustainable**, and appropriate means of providing transportation services.

(cf. 3510 - Green School Operations)

The Board may purchase, rent, or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools. (Education Code 35330, 39800, 39801)

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802-39803)

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

In lieu of providing transportation in whole or in part, the district may pay the student's parents/guardians either their actual and necessary expenses in transporting the student or the cost of the student's food and lodging at a place convenient to the school. In either case, the amount of the payment shall not exceed the cost that would be incurred by the district to provide for the transportation of the student to and from school. (Education Code 39806-39807)

The Board may charge a transportation fee to parents/guardians of transported students in accordance with Education Code 39807.5 and BP/AR 3250 - Transportation Fees.

(cf. 3250 - Transportation Fees)

TRANSPORTATION (continued)

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student pursuant to Education Code 35350 or the evacuation of students as necessary for their safety.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 5131.1 - Bus Conduct)

The district may install a global positioning system (GPS) on school buses and/or student activity buses in order to enhance student safety and provide real-time location data to district and school administrators and parents/guardians.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the district, provide for the maintenance and operation of district-owned school buses and other equipment, and ensure adequate facilities for equipment storage and maintenance.

(cf. 3542 - School Bus Drivers)

Legal Reference: (see next page)

TRANSPORTATION (continued)

Legal Reference:

EDUCATION CODE

35330 *Excursions and field trips*

35350 *Authority to transport pupils*

39800-39860 *Transportation, especially:*

39800 *Powers of governing board to provide transportation for pupils to and from school; definition of "municipally owned transit system"*

39801 *Contract with County Superintendent of Schools to provide transportation*

39802-39803 *Bids and contracts for transportation services*

39806 *Payments to parents in lieu of transportation*

39807 *Food and lodging payments in lieu of transportation*

38807.5 *Transportation fees*

39808 *District transportation of private school students*

41850-41854 *Allowances for transportation*

41860-41862 *Supplemental allowances for transportation*

45125.1 *Criminal background checks for contractors*

52311 *Regional occupational centers, transportation*

GOVERNMENT CODE

3540-3549.3 *Educational Employment Relations Act*

PENAL CODE

637.7 *Electronic tracking devices*

VEHICLE CODE

2807 *School bus inspection*

CODE OF REGULATIONS, TITLE 5

14100-14103 *Use of school buses and school pupil activity buses*

15240-15343 *Allowances for student transportation, especially:*

15253-15272 *District records related to transportation*

VEHICLE CODE

~~2807 *School bus inspection*~~

CODE OF REGULATIONS, TITLE 13

2025 *Retrofitting of diesel school buses*

COURT DECISIONS

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

TRANSPORTATION

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student. (Education Code 35350)

Means of Transportation

To provide transportation services, the Board of Trustees may purchase, rent or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools. (Education Code 35330, 39800, 39801)

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802- 39803)

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

In lieu of providing transportation in whole or in part, the district may pay the student's parents/guardians either their actual and necessary expenses in transporting the student or the cost of the student's food and lodging at a place convenient to the school. In either case, the amount of the payment shall not exceed the cost that would be incurred by the district to provide for the transportation of the student to and from school. (Education Code 39806-39807)

POLICY GUIDE SHEET

July 2019

Page 1 of 1

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

AR 3320 - Claims and Actions Against the District

(AR revised)

Regulation updated to add statement requiring the use of district procedures for claims against the district prior to filing a lawsuit. Regulation also defines "limited civil case" as one that is for an amount of \$25,000 or less.

BP/AR 3551 - Food Service Operations/Cafeteria Fund

(BP/AR revised)

Policy updated to reflect **NEW FEDERAL REGULATION (84 Fed. Reg. 8247)** and updated California Department of Education (CDE) guidance giving districts with an average daily attendance of less than 2,500 greater flexibility in the hiring of food service directors. Policy also consolidates material on nondiscrimination toward students who have unpaid meal fees and those who participate in the free and reduced-price meal program. Regulation updated to reflect **NEW LAW (AB 3043, 2018)** which permits the use of cafeteria funds to (1) pay for the purchase of a mobile food facility and (2) supplement the cost of providing universal breakfast in districts that do not provide universal breakfast under a federal program, provided they submit the required certification to CDE. Regulation also updates section on U.S. Department of Agriculture (USDA) donated foods to reflect current requirements for the safe storage and control of the foods. In both policy and regulation, CDE and USDA guidance renumbered when superseded by newer guidance.

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Time Limitations

Unless otherwise provided by law, prior to filing a lawsuit against the district for money or damages, a written claim shall be filed in accordance with the following administrative regulation.

The following time limitations apply to claims against the district:

1. Claims for money or damages relating to ~~a cause of action which is governed by a statute or regulation, including childhood sexual abuse~~ **and or any other causes of action specifically excepted from the Government Claims Act by Government Code 905, and for which a statute or regulation provides a claims presentation procedure** shall be filed in accordance with the **applicable** governing statute or regulation. (Government Code 905, 935)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. In accordance with the Board's authority pursuant to Government Code 935, claims for money or damages which relate to any cause of action specifically excepted from the Government Claims Act by Government Code 905 ~~but~~ **and** which are not governed by any other claims presentation statute or regulation shall be filed not later than six months after the accrual of the cause of action. (Government Code 905, 935)
3. Claims for money or damages **relating to a cause of action for death or for injury to person, personal property, or growing crops shall be presented to the Governing Board not later than six months after the accrual of the cause of action.** ~~as authorized in Government Code 905 and not included in item #1 above, shall be filed not later than one year after the accrual of the cause of action.~~ (Government Code 905, 911.2)
4. Claims for money or damages relating to any other cause of action shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)

Receipt of Claims

A claim, any amendment thereto, or an application to present a late claim shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, or mail chute or other similar facility maintained by the U.S. Government, in a sealed envelope properly addressed to the district office with postage paid or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

Review of Contents of the Claim

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the public employee(s) causing the injury, damage, or loss if known
6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case **of \$25,000 or less**.
7. The signature of the claimant or the person acting on ~~his/her~~ **the claimant's** behalf

Notice of Claim Insufficiency

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, personally deliver or mail to the claimant, at the address stated in the claim or application, a notice that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Amendments to Claim

Within the time limits provided under the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Late Claims

For claims under item #2 and #3 in the section entitled "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. ~~s~~Such claim **and the application to present a late claim** shall be presented not later than one year after the accrual of the cause of action. (Government Code 905, 911.4)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason ~~he/she~~ **the person** failed to present the claim.
4. The person who sustained the alleged injury, damage or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form set forth in Government Code 911.8. (Government Code 911.8)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless such time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not been commenced or barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or designee shall transmit to the claimant written notice of action taken or inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim or application. (Government Code 913, 915.4)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Regulation
approved: September 4, 2007
revised: May 3, 2011
revised: September 18, 2018
revised: January 15, 2019
revised: February 18, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

FOOD SERVICE OPERATIONS/CAFETERIA FUND

The Board of Trustees intends that, school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

(cf. 3100 – Budget)

(cf. 3300 – Expenditures and Purchases)

(cf. 3311 – Bids)

(cf. 3550 – Food Service/Child Nutrition Program)

(cf. 3552) – Summer Meal Program)

(cf. 5030 – Student Wellness)

The Superintendent or designee shall ensure that all food service ~~personnel~~ **director(s)** possess the ~~required~~ **required by 7 CFR 210.30 and California Department of Education (CDE) standards.** and ~~receive ongoing professional development related to the effective management and implementation of the district's food service program in accordance with law.~~

(cf. 4231 – Staff Development)

(cf. 4331 – Staff Development)

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the ~~California Department of Education (CDE).~~ (42 USC 1776)

Meal Sales

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. Students who are enrolled in the free or reduced-price meal programs shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. ~~Such student shall not be overtly identified or treated differently from other students.~~

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

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

~~*(cf. 5145.3 – Nondiscrimination Harassment)*~~

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments;. **Such procedures shall conform with BP/AR 3553 – Free and Reduced Price Meals**, ~~clearly communicate these procedures and related district policies to students and parents/guardians. The procedures adopted by the Superintendent or designee shall conform with 2 CFR 200.426, and any applicable CDE guidance;. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5 not overtly identify students with unrecovered or delinquent debt or treat them differently than other students.~~

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees or a student who is enrolled in the free or reduced-price meal program is not overtly identified, by the use of special tokens, tickets, or other means and is not shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557, 49557.5)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0415 - Equity)

Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries and benefits of food service employees shall be paid from the general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

(cf. 3230 – Federal Grant Funds)

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

(cf. 3460 - Financial Reports and Accountability)

Contracts with Outside Providers

With Board approval, the district may enter into a contract for food service consulting services or food service management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

(cf. 3312 - Contracts)
(cf. 3600 – Consultants)

Procurement of Foods, *Equipment and Supplies*

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. *Domestic commodity or product* means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

(cf. 3555 - Nutrition Program Compliance)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Legal Reference:

EDUCATION CODE

38080-38086.1 Cafeteria, establishment and use

38090-38095 Cafeterias, funds and accounts

38100-38103 Cafeterias, allocation of charges

42646 Alternate payroll procedure

45103.5 Contracts for management consulting services; restrictions

49490-49493 School breakfast and lunch programs

49500-49505 School meals

49554 Contract for services

49550-49562 49564.5 Meals for needy students, especially:

49550.5 Universal breakfast

49554 Contract for services

49580-49581 Food recovery program

FOOD AND AGRICULTURE CODE

58595 Preference for California-grown agricultural products

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

PUBLIC CONTRACT CODE

2000-2002 Responsive bidders

20111 Contracts

CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769 School lunch programs

1771-1791 Child nutrition, including;

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition

200.317-200.326 Procurement standards

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

250.1-250.70 USDA foods

Management Resources: (see next page)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONSCalifornia School Accounting ManualFood Distribution Program Administrative Manual***Professional Standards in the SNP and New Hiring Flexibility, NSD Management Bulletin, SNP-10-2019, April 2019******Paid Lunch Equity Requirement and Calculation Tool, NSD Management Bulletin, SNP-12-2018, May 2018******Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, and Additional Guidance on the Handling of Unpaid Meal Charges, NSD Management Bulletin, SNP-03-2018, February 2018******Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018******Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, Management Bulletin, SNP-03-2017, April 2017******Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015***~~*Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, NSD Management Bulletin, USDA SNP-06-2015, May 2015*~~~~*Cafeteria Funds--Allowable Uses, Management Bulletin NSD-SNP-07-2013, May 2013*~~~~*Paid Lunch Equity Requirement, Management Bulletin USDA SNP-16-2012, October 2012*~~~~*Storage and Inventory Management of United States Department of Agriculture (USDA) Donated Foods, Management Bulletin USDA FDP-02-2010, August 2010*~~~~*Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin 00-111, July 2000*~~U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONSFAQs About School Meals***Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 38-2017, June 2017***~~*Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016*~~***May 2017****Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017**Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016*~~*Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016*~~*Unpaid Meal: Local Meal Charge Policies, SP 46-2016, July 2016*~~*Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016*~~*Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014*WEB SITES*California Department of Education, Nutrition Services Division; <http://www.cde.ca.gov/Is/nu>**California School Nutrition Association: <http://www.calsna.org>**U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>***Policy**

adopted: September 4, 2007

revised: June 4, 2013

revised: April 21, 2015

revised: August 15, 2017

revised: June 5, 2018

revised: February 18, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

FOOD SERVICE OPERATIONS/CAFETERIA FUND**Payments for Meals**

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

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

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the district's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

(cf. 1113 - District and School Web Sites)

(cf. 5145.6 - Parental Notifications)

In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports ~~his/her~~ a tickets as lost or stolen. However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

belong to a student or is inaccurate, ~~shall not require a student to pay a bill that appears to be the result of identity theft~~, and shall open a new account ~~as appropriate with a new account number~~ for a student whose account appears to **have been misused** ~~be the subject of identity theft~~.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.

Unpaid and Delinquent Meal Charges

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

The Superintendent or designee may enter into a repayment plan with a student's parents/guardians for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**Reimbursement Claims**

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

(cf. 3510 - Green School Operations)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Board of Trustees shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, ~~38091~~ **38093**)

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

The cafeteria fund shall be used only for **those expenditures authorized by the Board-**~~authorized expenditures~~ **as** necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR **Part** 200 Appendix VII, and the California School Accounting Manual.

With CDE approval, the district may use cafeteria funds to supplement the provision of universal breakfast. On or before July 1 of each year, the district shall submit to CDE a Board-signed application certifying that breakfast will be provided to all students at no charge and that any cost above the amount provided in federal reimbursement will be covered by the district with nonfederal funds. (Education Code 49550.5)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

(cf. 3110 - Transfer of Funds)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate **as approved by CDE** or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. ~~(2 CFR 220.14)~~ **(7 CFR 210.14, 220.7)**

U.S. Department of Agriculture Foods

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

~~The Superintendent or designee shall ensure that foods received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (7 CFR 250.14)~~

- ~~1. — Are sanitary and free from rodent, bird, insect, and other animal infestation~~
- ~~2. — Safeguard foods against theft, spoilage, and other loss~~
- ~~3. — Maintain foods at proper storage temperatures~~
- ~~4. — Store foods off the floor in a manner to allow for adequate ventilation~~
- ~~5. — Take other protective measures as may be necessary~~

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable, but also may be used in other nonprofit food service activities, including, but not limited to, school breakfast or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. **(7 CFR 250.59)**

Contracts with Outside Services

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services only, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

(cf. 3312 - Contracts)
(cf. 3515.6 - Criminal Background Checks for Contractors)
(cf. 3600 - Consultants)
(cf. 4112.4/4212.4/4312.4 - Health Examinations)
(cf. 4212 - Appointments and Conditions of Employment)

Regulation
 approved: September 4, 2007
 revised: August 4, 2009
 revised: June 4, 2013
 revised: April 21, 2015
 revised: August 15, 2017
 revised: June 5, 2015
 revised: February 18, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
 Lincoln, California

POLICY GUIDE SHEET

October 2019

Page 1 of 1

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

BP 1431 - Waivers

(BP revised)

Policy updated to add the requirement, when submitting a general waiver request to the State Board of Education, to include a written summary of any objections to the request by school site councils or advisory committees, as applicable. Policy adds the requirement that a request pertaining to a regional occupational center or program operated by a joint powers agency be submitted as a joint waiver request with other participating districts. Policy reflects guidance in CDE's General Waiver Instructions regarding proper notice for a public hearing on a waiver request proposal.

BB 9323 - Meeting Conduct

(BB revised)

Bylaw updated to clarify circumstances under which the board may exercise flexibility in allocating time for public input to ensure full opportunity for public input and presentation of the diversity of viewpoints.

WAIVERS

~~The Governing Board of Trustees recognizes that strict compliance with the law may sometimes hinder the district's ability to provide its students with an effective, well-rounded educational program.~~ **circumstances may arise in the operation of the district that require a waiver from state law or regulation.** When it is in the interest of district students, the Board may request that the State Board of Education (SBE) waive any provision of state ~~or federal~~ law or regulation which ~~it~~ **SBE** has authority to waive pursuant to Education Code 33050.

Any waiver request to be submitted to the SBE shall first be approved by the Board. The Superintendent or designee shall ensure that each proposed waiver request includes all information necessary for the Board to analyze the need for the waiver and make an informed decision.

~~Prior to presenting the proposed request for Board approval, the Superintendent or designee shall consult with and obtain the approval of any advisory committee or site council when required by law.~~ **If the proposed waiver request affects a program that requires the existence of a school site council, the Superintendent or designee shall obtain the school site council's approval of the request before presenting it to the Board. As appropriate, other councils or advisory committees, including bilingual advisory committees, shall be provided adequate opportunity to review a proposed waiver request, and the request shall include a written summary of any objections to the request by the councils or advisory committees. (Education Code 33051)**

(cf. 0420 - School Plans/Site Councils)

(cf. 0420.1 - School-Based Program Coordination)

(cf. 1220 - Citizen Advisory Committees)

In addition, The Superintendent or designee shall **consult with** the exclusive representative of district employees in the development of the waiver request, and shall include in the request the exclusive representative's position regarding the waiver. (Education Code 33050, **33051**)

(cf. 4140/4240 - Bargaining Units)

A request for a waiver related to a regional occupational center or program operated by a joint powers agency shall be submitted as a joint waiver request with other participating school districts upon approval of a unanimous vote of the governing board of the joint powers agency. (Education Code 33050)

(cf. 6178.2 - Regional Occupational Center/Program)

To receive public testimony on each **proposal for a** waiver request ~~proposal~~, the Board shall hold a properly noticed public hearing during a Board meeting. (Education Code 33050)

WAIVERS (continued)

The notice, which shall state the time, date, location, and subject of the public hearing **and invite public testimony**, may be printed in a newspaper of general circulation **and/or** posted at each school and three public places in the district.

(cf. 9320 - Meetings and Notices)

If the district determines that a waiver is needed for more than one year, the Board shall reapply to SBE. When the district Board has requested and received the same general waiver from the SBE for two consecutive years, the Board ~~is not required~~ **does not subsequently need** to reapply annually **if provided that** the information contained on the request remains current, ~~However, the district shall apply annually except that the district shall apply annually~~ for the renewal of any waiver regarding teacher credentialing. (Education Code 33051)

*Legal Reference:*EDUCATION CODE

~~305-311 Structured English immersion program; parental exception waivers~~

~~5000-5033 Governing board elections~~

~~8750-8754 Grants for conservation education~~

~~10400-10407 Cooperative improvement programs~~

~~17047.5 Facilities used by special education students~~

~~17291 Portable school buildings~~

33050-33053 General waiver authority

~~37202 Equity length of time~~

~~41000-41360 School finance~~

~~41381 Minimum school day~~

~~41600-41854 Computation of allowances~~

~~41920-42842 Budget requirements; local taxation by school districts~~

~~44520-44534 New program for careers~~

~~44666-44669 School-Based Management and Advanced Career Opportunities~~

~~44681-44689 Administrator Training and Evaluation~~

~~45108.7 Maximum number of senior management positions~~

~~48660-48666 Community day schools~~

~~48800 Attendance at community college~~

~~49550-49560 Meals for needy students~~

~~51224.5 Algebra instruction~~

~~51745.6 Charter school independent study ratio~~

~~51870-51874 Educational technology~~

~~52080-52090 Class size reduction grade 9~~

~~52122.6-52122.8 Class size reduction—impacted school sites~~

~~52160-52178 Bilingual-Bicultural Education Act of 1976~~

~~52180-52186 Bilingual teacher waiver~~

~~52200-52212 Gifted and Talented Pupils Program~~

~~52340-52346 Career Guidance Centers~~

~~52522 Plans for adult education~~

~~52850-52863 School-Based Coordinated Program~~

~~54000-54028 Disadvantaged Youth Program~~

~~54100-54145 Miller-Unruh Basic Reading Program~~

WAIVERS (continued)

Legal Reference: (continued)

~~54407 Waiver for compensatory education programs~~
~~56000-56885 Special education programs~~
~~58407 Waiver related to individualized instruction program~~
~~58900-58928 Restructuring demonstration programs~~
~~60119 Public hearing on sufficiency of instructional materials~~
~~60851 High school exit examination, waiver for student with disabilities~~
CODE OF REGULATIONS, TITLE 5
~~1032 Academic Performance Index~~
~~3100 Resource specialist caseload waivers~~
~~3945 Cooperative programs~~
~~9531 Instructional materials funding~~
~~11960 Charter school attendance~~
~~11963.4 Charter school percentage funding~~
~~13017 Waivers~~
~~13044 Waivers~~
UNITED STATES CODE, TITLE 20
~~1400-1482 Individuals with Disabilities in Education Act~~
~~7115 Safe and Drug Free Schools, authorized activities~~

Management Resources:

WEB SITES

California Department of Education, Waiver Office: <http://www.cde.ca.gov/re/lr/wr>
Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

MEETING CONDUCT

Meeting Procedures

All Board of Trustees meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

(cf. 9322 - Agenda/Meeting Materials)

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

(cf. 9121 - President)

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 10:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

(cf. 9320 - Meetings and Notices)

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

(cf. 9323.2 - Actions by the Board)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, ~~his/her~~ the abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

(cf. 9270 - Conflict of Interest)

MEETING CONDUCT (continued)**Public Participation**

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5, Government Code 54954.3)
2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5, Government Code 54954.2)
3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board **members** or staff members may ask a question for clarification, make a brief announcement, or make a brief report on ~~his/her~~ **their** own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

(cf. 9130 - Board Committees)

MEETING CONDUCT (continued)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

In general, individual speakers shall will be allowed three minutes to address the Board on each agenda or nonagenda item, and the Board shall will limit the total time for public input on each item to 20 minutes. However, in exceptional circumstances when necessary to ensure full opportunity for public input, With Board consent, the Board president may, with Board consent, increase or decrease adjust the amount of time allowed for public presentation input, depending on the topic and the number of persons wishing to be heard and/or the time allotted for each speaker. Any such adjustment shall be done equitably so as to allow a diversity of viewpoints. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. The president may also ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint.

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic: ~~If the topic would be more suitably addressed at a later time, the president may indicate the time and place when it should be presented.~~, **subject to the following conditions:**
 - a. **If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.**
 - b. **The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)**
 - c. **The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.**

MEETING CONDUCT (continued)

~~The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3) In addition, the Board may not prohibit public criticism of district employees.~~

~~Whenever a member of the public initiates specific complaints or charges against an employee, the Board president shall inform the complainant that in order to protect the employee's right to adequate notice before a hearing of such complaints and charges, and also to preserve the ability of the Board to legally consider the complaints or charges in any subsequent evaluation of the employee, it is the policy of the Board to hear such complaints or charges in closed session unless otherwise requested by the employee pursuant to Government Code 54957. The Board president shall also encourage the complainant to file a complaint using the appropriate district complaint procedure.~~

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session Purposes and Agendas)

7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group **or any conduct or statements that threaten the safety of any person(s) at the meeting** shall be grounds for the president to terminate the privilege of addressing the Board.

The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement.

Recording by the Public

~~The Superintendent or designee shall designate locations from which members of the public may broadcast, photograph, or tape record open meetings without causing a distraction.~~

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

MEETING CONDUCT (continued)

(cf. 9324 - Board Minutes and Recordings)

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

Legal Reference: (see next page)

MEETING CONDUCT (continued)

Legal Reference:

EDUCATION CODE

- 5095 Powers of remaining board members and new appointees
- 32210 Willful disturbance of public school or meeting a misdemeanor
- 35010 Prescription and enforcement of rules
- 35145.5 Agenda; public participation; regulations
- 35163 Official actions, minutes and journal
- 35164 Vote requirements
- 35165 Effect of vacancies upon majority and unanimous votes by seven member board

CODE OF CIVIL PROCEDURE

527.8 Workplace Violence Safety Act

GOVERNMENT CODE

- 54953.3 Prohibition against conditions for attending a board meeting
- 54953.5 Audio or video tape recording of proceedings
- 54953.6 Broadcasting of proceedings
- 54954.2 Agenda; posting; action on other matters
- 54954.3 Opportunity for public to address legislative body; regulations
- 54957 Closed sessions
- 54957.9 Disorderly conduct of general public during meeting; clearing of room

PENAL CODE

- 403 Disruption of assembly or meeting

COURT DECISIONS

- City of San Jose v. Garbett (2010) 190 Cal.App.4th 526
- Norse v. City of Santa Cruz (9th Cir. 2010) 629 F3d 966
- McMahon v. Albany Unified School District, (2002) 104 Cal.App.4th 1275
- Rubin v. City of Burbank, (2002) 101 Cal.App.4th 1194
- Baca v. Moreno Valley Unified School District, (1996) 936 F.Supp. 719

ATTORNEY GENERAL OPINIONS

- 90 Ops.Cal.Atty.Gen. 47 (2007)
- 76 Ops.Cal.Atty.Gen. 281 (1993)
- 76 Ops.Cal.Atty.Gen. 281 (1993)
- 66 Ops.Cal.Atty.Gen. 336 (1983)
- 63 Ops.Cal.Atty.Gen. 215 (1980)
- 61 Ops.Cal.Atty.Gen. 243, 253 (1978)
- 55 Ops.Cal.Atty.Gen. 26 (1972)
- 59 Ops.Cal.Atty.Gen. 532 (1976)

Management Resources:

CSBA PUBLICATIONS

- Call to Order: A Blueprint for Great Board Meetings, 2015
- The Brown Act: School Boards and Open Meeting Laws, rev. 2005/2014
- Board Presidents' Handbook, rev. 2002
- Maximizing School Board Governance: Boardmanship

ATTORNEY GENERAL PUBLICATIONS

- The Brown Act: Open Meetings for Legislative Bodies, 2003

WEB SITES

- CSBA: <http://www.csba.org>
- California Attorney General's Office: <http://www.caag.state.ca.us> <https://oag.ca.gov>

Bylaw
adopted: September 4, 2007
revised: February 18, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

POLICY GUIDE SHEET

December 2019

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

BB 9150 - Student Board Members

(BB revised)

Bylaw updated to reflect **NEW LAW (AB 709)** which requires student board members to be appointed to board subcommittees in the same manner as other board members, be invited to attend other functions of the board, and receive all materials received by other board members between open meetings except materials that pertain to closed session items. Bylaw also reflects provisions of AB 709 which clarify that student board members are not considered members of a legislative body for purposes of the Brown Act, authorize the board to award elective course credit for student board member service, and authorize the board to appoint an alternate student board member if the student board member's duties are not being fulfilled.

STUDENT BOARD MEMBERS

In order to enhance communication **and collaboration** between the Board of Trustees and the student body and to ~~engage~~ **teach** students **the importance of civic involvement**, ~~in the district's educational programs and operations, the Board encourages the involvement of~~ **supports the participation of** high school students in district governance. ~~The inclusion of one or more student representative son the Board shall be ordered upon receipt of a student petition in accordance with Education Code 35012 or may be ordered at any time at the discretion of the Board.~~

Student Board members may, at the Board's discretion, receive elective course credit for service as a student Board member based on the number of equivalent daily instructional minutes for the student Board member's services provided. (Education Code 35012, 35120)

Student Board member(s) shall be entitled to be reimbursed for mileage to the same extent as other members of the Board, but shall not receive monetary compensation for attendance at Board meetings. (Education Code 35012)

(cf. 3350 - Travel Expenses)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

A student Board member shall not be liable for any acts of the Board. (Education Code 35012)

(cf. 9323.2 - Actions by the Board)

Petition

High school students may submit a petition to the Board requesting the appointment of at least one student Board member. ~~This petition, or a separate petition submitted after students have been appointed to the Board, also may include a request to allow preferential voting for student Board members.~~ (Education Code 35012)

~~*Preferential voting means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the Board.*~~ (Education Code 35012)

~~To be eligible for~~ **To qualify for Board** consideration, ~~by the Board, the petition for student representation or the petition for~~ **student representation** ~~preferential voting shall contain the signatures of no less than 500 regularly enrolled high school students; or no less than 10 percent of the number of regularly enrolled high school students, whichever is less.~~ (Education Code 35012)

Within 60 days of receiving a student petition, or at the next regularly scheduled Board meeting if no meeting is held within those 60 days, the Board shall order the inclusion of at

STUDENT BOARD MEMBERS (continued)

least one student member on the Board. ~~or shall act to allow preferential voting for the student Board member, as applicable.~~ (Education Code 35012)

~~Once established, the student Board member position shall remain in effect until the Board, by majority vote of all voting Board members, approves a motion to eliminate the position. (Education Code 35012)~~

SElection of Student Board Member

Student Board members **positions** shall be **filled elected** by **a vote of the** students enrolled in the high school(s) ~~or high schools~~ in accordance with procedures prescribed by the Board. (Education Code 35012)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

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

(cf. 6145 - Extracurricular and Cocurricular Activities)

Role and Responsibilities of Student Board Members

~~The term of a student Board member shall be one year, commencing on July 1. (Education Code 35012)~~

A sStudent Board member(s) shall have the right to attend all Board meetings except closed (executive) sessions. (Education Code 35012)

(cf. 9321 - Closed Session Purposes and Agendas)

All materials presented to Board members, except those related to closed sessions, shall be presented to student Board members at the same time they are presented to voting other Board members. Student Board member(s) shall also be invited to attend staff briefings or be provided with a separate staff briefing within the same timeframe as the briefing of other Board members. In addition, all materials given to Board members by the district between meetings, except for materials that pertain to closed session items, shall be distributed to student Board members. (Education Code 35012)

(cf. 9322 - Agenda/Meeting Materials)

A sStudent Board member(s) shall be recognized at Board meetings as a full member(s), and shall be seated with other members of the Board, ~~In addition, a student Board member shall receive all materials presented to other Board members except those related to closed sessions, and he/she may~~ **and shall be allowed to** participate in questioning witnesses and discussing issues. (Education Code 35012)

STUDENT BOARD MEMBERS (continued)

~~When a student petition has requested preferential voting rights for student Board members or when Board preferential voting rights, a s~~Student Board member(s) **shall be allowed to** may cast preferential votes on all matters except those subject to closed session discussion. ***Preferential voting means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the Board.*** Preferential votes shall not affect the final numerical outcome of a vote. (Education Code 35012)

(cf. 9324 - Minutes and Recordings)

A sStudent Board member(s) may make motions that may be acted upon by the Board, except on matters dealing with employer-employee relations pursuant to Government Code 3540-3549.3. (Education Code 35012)

Student Board members shall be appointed to subcommittees of the Board in the same manner as other Board members, be made aware of the time commitment required to participate in subcommittee meetings and work, and have the right to decline an appointment. The availability of all subcommittee members, including the availability of student Board members, may be considered when scheduling subcommittee meetings. (Education Code 35012)

(cf. 9130 - Board Committees)

Student Board members shall be invited to attend functions of the Board, such as forums, meetings with students and parents/guardians, and other general assemblies. (Education Code 35012)

Student Board members shall not be considered members of a legislative body for purposes of the Brown Act. (Education Code 35012)

A student Board member shall not be counted in determining whether a quorum of the Board is in attendance.

~~A student Board member shall not be liable for any acts of the Board. (Education Code 35012)~~

(cf. 9323.2 - Actions by the Board)

~~A sStudent Board member(s) shall be entitled to be reimbursed for mileage to the same extent as other members of the Board but shall not receive compensation for attendance at Board meetings. (Education Code 35012)~~

(cf. 3350 - Travel Expenses)

STUDENT BOARD MEMBERS (continued)

(cf. 9250—Remuneration, Reimbursement and Other Benefits)

Student Board Member Development Training

~~As necessary, the~~ Superintendent or designee ~~shall~~ **may**, at district expense, provide learning opportunities to student Board members; through trainings, workshops, and conferences, **such as those offered by the California School Boards Association and other organizations**, to enhance their knowledge, understanding, and performance of their Board responsibilities.

(cf. 9240 – Board Training)

The Superintendent or designee may periodically provide ~~an orientation for~~ **information** to student Board member candidates to give them an understanding of the ~~responsibilities and expectations of Board service position~~. **Once elected or appointed, incoming student Board members shall be provided an orientation designed to build knowledge of the district and an understanding of the responsibilities and expectations of the position.**

(cf, 9230 - Orientation)

Alternate Student Board Member

If the Board determines that the student Board member's duties are not being fulfilled , the Board may appoint another student to serve as an alternate student Board member. If an alternate student Board member is appointed, the Board shall suspend the prior student Board member's rights and privileges related to service on the Board. (Education Code 35012)

Elimination of Position

Once established, the student Board member position shall continue to exist until the Board, by majority vote of all voting Board members, approves a motion to eliminate the position. Such a motion shall be listed as a public agenda item for a Board meeting prior to the motion being voted upon. (Education Code 35012)

Legal Reference: (see next page)

STUDENT BOARD MEMBERS (continued)

Legal Reference:

EDUCATION CODE

33000.5 Appointment of student members to State Board of Education

35012 Board members; number, election and terms; pupil members

35120 Course credit for student board members

35160 Authority of governing boards

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

54950-54964 Ralph M. Brown Act

Management Resources:

WEB SITES

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

California Association of Student Councils: <http://www.casc.net>

California Association of Student Leaders: <http://www.caslboard.com>

National School Boards Association: <http://www.nsba.org>

Bylaw
adopted: September 16, 2014
revised: June 7, 2016
revised: February 20, 2018
revised: February 18, 2020

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California