

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

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

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

School	<u>STUDENT ENROLLMENT</u>		
	2015-16 CALPADS	4/6/2017	5/8/2017
Sheridan Elementary (K-5)	66	70	68
First Street Elementary (K-5)	465	418	418
Carlin C. Coppin Elementary (K-5)	394	443	442
Creekside Oaks Elementary (K-5)	607	633	637
Twelve Bridges Elementary (K-5)	632	615	616
Foskett Ranch Elementary (K-5)	471	464	465
Lincoln Crossing Elementary (K-5)	645	652	654
Glen Edwards Middle School (6-8)	866	888	885
Twelve Bridges Middle School (6-8)	773	759	761
Lincoln High School (9-12)	1,735	1,790	1,790
Phoenix High School (10-12)	77	84	83
TOTAL	6731	6,816	6,819

SDC Pre-School

Foskett Ranch	26
First Street/LIP	92
Carlin C. Coppin	1

ATLAS Program

33

Parent Education

Continuing Educ. Classes	45
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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
May 16, 2017, 7:00 P.M.
First Street Elementary School – Multi-Purpose Room
1400 First Street, Lincoln, CA 95648

AGENDA

2016-2017 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 – First Street Elementary School – Multi-Purpose Room

2. COMMUNICATION FROM THE PUBLIC

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

6:35 P.M.

3. CLOSED SESSION – First Street Elementary School – Office Conference Room

3.1 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

~Kerry Callahan, Assistant Superintendent of Educational Services

3.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

3.3 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

7:00 P.M.

4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – First Street Elementary School – Multi-Purpose Room

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

4.1 Page 8 - CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

Regular Meeting of the Board of Trustees

May 16, 2017

Agenda

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

4.2 **Page 9 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

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

4.3 **Page 10 - PERSONNEL**

Public Employee Employment/Discipline/Dismissal/Release

5. **SPECIAL ORDER OF BUSINESS**

5.1 **Page 12 - District will Honor:**

- Retirees
- Employees of the Year
- Teachers of the Year

5.2 **Page 15 – First Street Elementary School will be featured**

6. **Page 18 - 78 - CONSENT AGENDA**

NOTICE TO THE PUBLIC

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

- 6.1 Certificated Personnel Report
- 6.2 Classified Personnel Report
- 6.3 Approve the California Interscholastic Federation Application for the 2017-18 School Year at Lincoln High School.
- 6.4 Ratify Contract between Capitol Public Finance Group and WPUSD – Municipal Security Issuance Services related to issuance of General Obligation Bonds
- 6.5 Ratification of Agreement with KidZKount and WPUSD – 2017-18 School Year
- 6.6 Ratify Contract between Capitol Public Finance Group and WPUSD – Municipal Security Issuance Services of the 2017 TRAN
- 6.7 Approve Lincoln High School Farm donation – GMC Dump Truck
- 6.8 Ratification of Contract with 2 Teacher, LLC
- 6.9 Ratification of Contract with Cyber High
- 6.10 Ratification of Annual Contract with Schoology
- 6.11 Lincoln High School Choral Department donation – Baby Grand Piano

Roll call vote:

7. **COMMUNICATION FROM THE PUBLIC**

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Regular Meeting of the Board of Trustees

May 16, 2017

Agenda

8. REPORTS & COMMUNICATION

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

9. *Page 80* - PUBLIC HEARING

Public Hearing on Plan for use of College Readiness Block Grant Funds

As a condition of receiving College Readiness Block Grant (CRBG) funds, a school district, county office of education, charter school, or state special school is required to develop and adopt a plan delineating how the CRBG funds will be spent. The plan must be explained in a public meeting of the governing board of the school district or county board of education, or governing body of the charter school, before its adoption is a subsequent public meeting.

10. ♦ ACTION ♦ DISCUSSION ♦ INFORMATION

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

10.1 Information/ *Page 84* – MAY REVISION – UPDATE OF 2017-18 GOVERNOR'S

Discussion PROPOSED STATE BUDGET – Kilpatrick (*16-17 G & O Component I, II, III, IV, V*)

● On May 11, 2017, Governor Jerry Brown released his May Revision to the proposals for the 2017-18 State Budget. The May Revision is a statutory opportunity for the Governor to recast his proposals in light of the latest economic data.

11. BOARD OF TRUSTEES

11.1 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.

11.2 BOARD MEMBER REPORTS/COMMENTS

12. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **June 6, 2017 7:00 P.M.**, Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room
- **June 20, 2017 7:00 P.M.**, Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

13. ADJOURNMENT

Accommodating Those Individuals with Special Needs:

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

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

Western Placer Unified School District

CLOSED SESSION AGENDA

Place: First Street Elementary School – Office Conference Room

Date: Tuesday, May 16, 2017

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

Gabe Simon, Assistant Superintendent
of Personnel Services

Audrey Kilpatrick, Assistant Superintendent
Business and Operations

Kerry Callahan, Assistant Superintendent of
Educational Services

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 16, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

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

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DISTRICT GLOBAL GOALS

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SUBJECT:

CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION

AGENDA ITEM AREA:

Disclosure of Action Taken in
Closed Session

REQUESTED BY:

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

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 16, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

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

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

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

DISTRICT GLOBAL GOALS

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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:

May 16, 2017

ROLL CALL REQUIRED:

Yes

BACKGROUND:

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

RECOMMENDATION:

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

**SPECIAL
ORDER
OF
BUSINESS**

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

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

DISTRICT GLOBAL GOALS

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SUBJECT:

District Will Honor

- *Retirees*
- *Employees of the Year*
- *Teachers of the Year*

AGENDA ITEM AREA:

Special Order of Business

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 16, 2017

ROLL CALL REQUIRED:

No

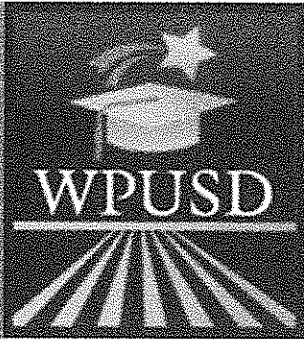
BACKGROUND:

The Board of Trustees would like to Honor Retirees, and other Special Staff.

RECOMMENDATION:

RETIREES

- * Jessica McClanahan
- * Sandi Miller
- * Olen Dillingham
- * Ray Gonzales



WESTERN PLACER
UNIFIED SCHOOL DISTRICT

Honoring Retirees Please Join Us

The Western Placer Unified School District would like to invite you to the Governing Board Meeting on Tuesday, May 16, 2017 where we plan to honor you for your years of dedicated service to the students of WPUSD. Please feel free to bring any friends or family members to the meeting.

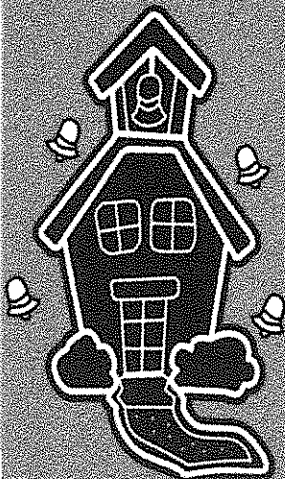
Date: May 16, 2017

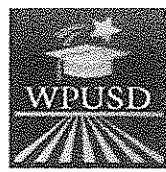
Time: 7:00 p.m.

1400 First Street, Lincoln

First Street Elementary School

Multi-Purpose Room





Annual Classified Employees of the Year 2017

The following were voted on by their peers

Lisa Nunez
Child Nutrition

Tim Godsey
Maintenance & Operations

Karen Roberts
Office & Technical

**Dolores Reyes,
Cheryl Harrison**
Para-Educator & Instructional Assistance

Gome Del Villar
Transportation Department

Karen Roberts
District overall Employee of the Year

Annual Teachers of the Year 2017-18

Marilou Edwards – High School
Monica Mars - Elementary

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

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

DISTRICT GLOBAL GOALS

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

Featured School:
First Street Elementary School

AGENDA ITEM AREA:

Special Order of Business

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 16, 2017

ROLL CALL VOTE:

No

BACKGROUND:

First Street Elementary School will share a short presentation to the Board of Trustees.

RECOMMENDATION:

Administration recommends the Board of Trustees enjoy the presentation.

First Street School

Western Placer Unified School District
"Excellence in Education"



First Street School
Board Presentation – May 16, 2017
7:00 PM – FSS Multi-Purpose Room

First Street School is delighted to have an opportunity to highlight some of the wonderful features of our school to the Western Placer Unified School District Board of Trustees. During our presentation we will feature the following items:

- ✓ Recognition of Outstanding Achievement by Sheila Godinez and Nicolas Silva
-Sheila was our fourth grade Spelling Bee winner and Nic was our fifth grade winner. Nic qualified for the county competition and placed in the top 3 for the county.

- ✓ Overview of our Kindergarten Extended Day Program
-We initiated the extended day program two years ago and have found it to be very effective for all of kindergarten students, in particular those students that need the extra time for skill development.

1400 First Street
Lincoln, CA 95648

Rubén Ayala, Principal

Phone: (916) 645-6330
Fax: (916) 645-6284

CONSENT

AGENDA

ITEMS

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

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.	
DISTRICT GLOBAL GOALS	
1.	Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students
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5.	Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:
Certificated Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Gabe Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
Categorical/General

MEETING DATE:
May 16, 2017

ROLL CALL REQUIRED:

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

May 16, 2017

CERTIFICATED/MANAGEMENT

NEW HIRES:

1.	Name:	Emily McKinnon
	Position:	English Teacher
	FTE:	1.0
	Effective Date:	August 14, 2017
	Site:	Glen Edwards Middle School

REQUEST FOR LEAVE OF ABSENCE:

1.	Name:	Melissa Prettyman-Pope
	Position:	RSP Teacher
	FTE:	1.0
	Effective Date:	September 18, 2017
	Site:	Twelve Bridges Middle School

RESIGNATIONS:

1.	Name:	Kathleen Dano
	Position:	District Nurse
	FTE:	1.0
	Effective Date:	September 29, 2017
	Site:	District Office
2.	Name:	Christina Wells
	Position:	RSP Teacher
	FTE:	1.0
	Effective Date:	June 30, 2017
	Site:	Lincoln High School

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

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.	
DISTRICT GLOBAL GOALS	
1.	Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students
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SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabriel Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

May 16, 2017

ROLL CALL REQUIRED:

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

May 16, 2017

CLASSIFIED/MANAGEMENT

NEW HIRES:

- | | |
|---|--|
| 1. Name: Aaron Dirks
Position: Technology Data Specialist
Salary: CSEA, Range 45, Step C
Hours: 8 Hours/5 Days a week
Days: 12 Months/Year | Effective: 5/15/17
Site: Technology Dept.
Replacement |
|
 | |
| 2. Name: Shannon Vestesen
Position: Campus/Café Supervisor
Salary: CSEA, Range 13, Step B
Hours: 1.5 Hours/3 Days a week
Days: 10 Months/Year | Effective: 5/10/17
Site: Lincoln Crossing Elementary
Replacement |

TRANSFER/PROMOTION:

- | | |
|--|---|
| 1. Name: Jenifer Crispino
Position: Program Facilitator
Hours: 4 Hours/5 Days a week
Days: 10 Months/Year | Effective: 5/9/17
Site: Creekside Oaks Elementary
Replacement |
|--|---|

RESIGNATIONS:

- | | |
|--|--|
| 1. Name: Jenifer Crispino
Position: Grant Funded Inst. Aide
Hours: 3.5 Hours/5 Days a week
Days: 10 Months/Year | Effective: 5/8/17
Site: Creekside Oaks Elementary |
|
 | |
| 2. Name: Amy Statezny
Position: Library Technician
Hours: 7.5 Hours/5 Days a week
Days: 10 Months/Year | Effective: 6/2/17
Site: Foskett Ranch Elementary |

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

California Interscholastic Federation
Application for 2017-18 School Year
At Lincoln High School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 16, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The California Interscholastic Federation is requesting representatives for Lincoln High School during the 2017-18 school year.

RECOMMENDATION:

Administration recommends the approval of the application.



TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: ROGER L. BLAKE

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: APRIL 21, 2017

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2017-2018**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p.17) for the affected schools.

At the State Federated Council level we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than June 30, 2017 directly to your CIF Section Office. Addresses of each section are listed on the back of the form. Please contact us if we can give you further information.

2017-2018 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 30, 2017.**

Western Placer Unified School District/Governing Board at its May 16, 2017 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2017-2018 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES


NAME OF SCHOOL Lincoln High School
NAME OF REPRESENTATIVE Donna Tofft POSITION Athletic Director
ADDRESS 790 J Street CITY Lincoln ZIP 95648
PHONE 916-645-6360 FAX 916-645-6349 E-MAIL dtofft@wpusd.k12.ca.us

NAME OF SCHOOL Mike Maul
NAME OF REPRESENTATIVE _____ POSITION Assistant Principal
ADDRESS 790 J Street CITY Lincoln ZIP 95648
PHONE 916-645-6350 FAX 916-6349 E-MAIL mmaul@wpusd.k12.ca.us

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Scott Leaman Signature 
Address 600 Sixth Street, Suite 400 City Lincoln Zip 95648
Phone 916-645-6350 Fax 916-645-6356

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

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:

Measure A & N Bond Funds

MEETING DATE:

May 16th, 2017

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 General Obligation Bonds, Election of 2014, Series B and Election of 2016, Series A. As part of the Municipal Advisor rules a separate contract must be made for the issuance of debt. The cost for services will be a flat fee of \$48,750.00 contingent on the closing of the bonds.

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 General Obligation Bonds, Election of 2014, Series B and Election of 2016, Series A.

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

1. Parties and Date.

This Agreement ("Agreement") is made and entered into this 16th day of May, 2017, by and between **WESTERN PLACER UNIFIED SCHOOL DISTRICT** (the "District") and **CAPITOL PUBLIC FINANCE GROUP, LLC** ("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 Proposed Rule 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, including written disclosures of actual or pending conflicts of interests, legal or disciplinary actions, and flat or contingent fee arrangements associated with the issuance of municipal securities or financial products.

3.2 **Term.** The term of this Agreement shall be from the date first written above and shall continue until December 31, 2017, 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) Work Authorization/Task Order. Consultant shall obtain from the District a written work authorization for the Project prior to commencing any work or performing any Services under this Agreement. Such written work authorization shall reiterate Consultant's duties outlined herein and provide written confirmation of the specific Services, or portion thereof, to be performed, any applicable schedule requirements for such Services, as well as the agreed upon compensation to be provided for such Services consistent with the not to exceed fee set forth this Agreement.

(d) 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.

(e) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(f) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(g) Insurance. Consultant shall provide insurance in amount and type 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.

(h) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed.

(i) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractors' activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

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 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 identifies an immediate need for such an amendment. All such amendments executed by the Superintendent 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: Jeffrey 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. To the fullest extent permitted by law, Consultant shall defend (with counsel of the District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and

other related costs and expenses. Consultant shall reimburse the District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers.

(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) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements

of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

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

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

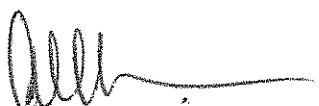
(s) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(t) 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.

(u) 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: _____

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 Western Placer Unified School District, General Obligation Bonds, Election of 2014, Series B (2017)
- Issuance of Western Placer Unified School District, General Obligation Bonds, Election of 2016, Series A (2017)

In consideration of Municipal Security Issuance Services provided, Western Placer Unified School District will pay Capitol Public Finance Group a flat fee of \$48,750 per series contingent on the successful closing of the bonds.

EXHIBIT "B"
MSRB Rule G-42 Supplement

Conflict of Interest Disclosure
Western Placer Unified School District

As of April 12, 2017

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 Security Issuance Services

- ☒ Potential conflict 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.

Explanation of Conflict. The fees to be paid by the Western Placer Unified School District for Financial Transaction Services to Capitol PFG are contingent on the successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Capitol PFG may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Western Placer Unified School District. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Capitol PFG may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Capitol PFG manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Western Placer Unified School District which require it to put the interests of the Western Placer Unified School District ahead of its own.

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.

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 Agreement with KidZKount
and Western Placer Unified School District
-2017-18 School Year

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Food Services Program Revenues

MEETING DATE:

May 16th, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached agreement is for services with KidZKount and Western Placer Unified School District for the District Food Services program to supply meals for the KidZKount Nutritional Services Unit for the 2017-18 school year. The services include preparation and delivery of meals to the Head Start Program at Carlin C. Coppin. The funds received from providing the meals will go directly into the Food Services program.

RECOMMENDATION:

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

AGREEMENT TO FURNISH FOOD SERVICE

Between a Child Care Food Program Sponsor
And a Food Service Management Company

School Year 2017-2018

This agreement is entered into between:

Agency: **KidZKount: Placer Community Action Council, Inc.**
1166 High Street
Auburn, CA 95603
*hereinafter referred to as the **KidZKount**, and*

Vendor: **Western Placer Unified School District**
600 6th Street, Suite 400
Lincoln, CA 95648
*hereinafter referred to as the **District***

WHEREAS, it is not within the capacity of **KidZKount** to prepare specified meals under the Child and Adult Care Food Program (CACFP) for enrolled participating children, and

WHEREAS, the facilities and capabilities of the **District** are adequate to prepare and deliver specified meals to **KidZKount's** facilities, and

WHEREAS, the **District** is willing to provide such services to the **KidZKount** on a cost reimbursement basis:

THEREFORE, both parties hereto agree as follows:

THE DISTRICT AGREES TO:

1. Prepare and deliver the meals to the following sites:

C.C Coppin Head Start
150 East 12th Street
Lincoln, CA 95648

This will be done by 10:30 a.m. each day in accordance with the number of meals requested and the costs per each meal listed below:

Breakfast:	N/A
Lunch:	\$3.00
Supplemental Snack:	N/A
1% Milk:	N/A

2. Provide **KidZKount**, for approval by **KidZKount's** Dietitian, with a proposed menu for each month at least ten (10) days prior to the month to which the menu applies. Any changes to the menu made after **KidZKount's** approval must be agreed upon by **KidZKount** and documented on the menu records. Please email menu to Lisa Pardue at lpardue@pcac-inc.org.

3. Assure that each meal provided to **KidZKount** under this contract meets the minimum requirements as to the nutritional content as specified by the Child and Adult Care Food Program Meal Pattern, Schedule B (attached), which is excerpted from the regulations 7 CFR Part 226.20. Schedule B requirements are component-based, but meals are prepared under the guidelines of the allowable nutrient-based system. **KidZKount** also acknowledges that **District** may furnish meals that additionally meet component-based requirements; however, this is not a requirement under the nutrient-based system, supported by the nutritional analyses.
4. Maintain full and accurate records which document:
 - a. The menus listing all meals provided to **KidZKount** during the term of this contract.
 - b. A listing of all nutritional components of each meal, and
 - c. An itemization of the quantities of each component used to prepare said meal.

The **District** also agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Buying Guide when calculating and recording the quantity of food prepared for each meal.

5. Maintain such cost records as invoices, receipts, and/or other documentation that exhibit the purchase, or otherwise availability to the **District**, of the meal components and quantities itemized in the meal preparation records.
6. Maintain on a daily basis an accurate count of the number of meal orders, as needed, when the request is made within 24 hours of the scheduled delivery time.
7. Allow **KidZKount** to increase or decrease the number of meal orders, as needed, dependent on attendance.
8. **District** will complete the required daily Transport Record indicating number of meals, menu item, service size per person of item, and the total volume sent per item. **KidZKount** will provide the Transport Record form if needed. In addition, for food safety purposes, **District** will also indicate time the food was packed and the temperature of the food at packing time.
9. **District** will furnish insulated transport containers that maximize temperature-holding capacity. In general, these containers will be picked up the following day as new lunches are delivered. The **District** will take responsibility for sterilizing them before the next use.
10. Present to **KidZKount** an invoice accompanied by reports no later than the tenth (10th) day of each month which itemizes the previous month's delivery. The **District** agrees to forfeit payment for meals which are not ready within one hour of the agreed upon delivery time, or are spoiled or unwholesome at the time of delivery or do not otherwise meet the meal requirements contained in this Agreement.
11. Provide **KidZKount** with a copy of current health certifications for the food service facility in which it prepares meals for use in the CACFP. The vendor shall ensure that all health and sanitation requirements of the California Retail Food Facilities Law, Chapter 4 of the California Health and Safety Code are met at all times.
12. Operate in accordance with current CACFP regulations.
13. Retain all required records for a period of three years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by **KidZKount**, representatives of the California State Department of Education, the US Department of Agriculture, and the US General Accounting Office for audit or administrative review at a reasonable time and place.

14. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.

KIDZKOUNT AGREES TO:

1. Request by telephone, no later than 9:00 a.m. the day of, an accurate number of meals to be delivered to **KidZKount**.
2. Ensure that a **KidZKount** representative is available at each delivery site, at the specified time on each specified delivery day to receive, inspect, and sign for the requested number of meals. **KidZKount** assures the **District** that this individual will be trained and knowledgeable in the record keeping and meal requirements of the CACFP, and in health and sanitation practices.
3. Receiving **KidZKount** staff member will sign for food received. Staff member will also be responsible for taking the temperature of the food received, as applicable, for the duration of time before the food is served.
4. If any food trays are also furnished, **KidZKount** will wash them out and have ready for the **District** to collect the next day.
5. Provide personnel to serve meals, clean the serving and eating areas, and assemble meal transporters and auxiliary items for pickup by the **District** no later than 3:30 p.m. daily.
6. Notify the vendor within ten days of receipt of the next month's proposed menu of any changes, additions or deletions which will be required in the menu request.
7. Provide the **District** with a copy of 7 CFR Part 226, the Child and Adult Care Food Program Meal Pattern, Schedule B; the USDA Food Buying Guide or the CNFDD Simplified Buying Guide (as applicable); and all other technical assistance materials pertaining to the food service requirements of the CACFP. **KidZKount** will within 24 hours of receipt from the State Agency, advise the **District** of any changes in the food service requirements of CACFP.
8. Pay the **District** by the 20th day of each month the full amount as presented on the monthly itemized invoice. **KidZKount** agrees to notify the **District** within 48 hours of receipt of any discrepancy in the invoice.
9. **KidZKount** agrees to accept all responsibility for cleanliness, prevention of contamination, and hold of food products immediately upon receipt of such food products from the **District**. **KidZKount** further agrees to ensure and hold harmless the **District** from all liability claims resulting from actions occurring after receipt of food products from the **District**.

TERMS OF THE AGREEMENT:

This agreement will take effect commencing the first day of August in the year signed below, and shall be for a period of one year. It may be terminated by notification given by either party hereto to the other party at least 30 days prior to the date of termination. The agreement is contingent upon the agency being annually re-funded by the Department of Health and Human Services each February 1.

///signatures on the next page

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
AS OF THE DATES INDICATED BELOW.

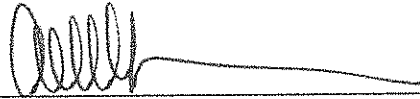
Agency Official Signature

Denyse Cardoza
Executive Director
KidZKount: P.C.A.C., Inc.

1166 High Street
Auburn, CA 95603
(530) 885-5437
dcardoza@pcac-inc.org

Date: _____

EIN: 94-164-7240



Vendor Official Signature

Audrey Kilpatrick
Assistant Superintendent Business & Operations
Western Placer Unified School District

600 Sixth Street, Suite 400
Lincoln, CA 95648
(916) 645-6350
akilpatrick@wpusd.k12.ca.us

Date: 4/28/17

EIN: 94-159-9904

AUDITED BY:

Nancy Myers, Finance Director

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:

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:

General Funds

MEETING DATE:

May 16th, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The District currently is in contract with Capital Public Finance Group for financial advisor serviced. This agreement is specifically for municipal security issuance services of the 2017 Tax Revenue Anticipation Notes (TRAN) debt issuance in the 2017-18 fiscal year. The cost for services will be \$195 per hour with a total cost not to exceed \$14,625.00 and will be paid from General Fund sources.

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 2017 Tax Revenue Anticipation Notes (TRAN) debt issuance.

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

1. Parties and Date.

This Agreement ("Agreement") is made and entered into this 16th day of May, 2017, by and between **WESTERN PLACER UNIFIED SCHOOL 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 Proposed Rule 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, including written disclosures of actual or pending conflicts of interests, legal or disciplinary actions, and flat or contingent fee arrangements associated with the issuance of municipal securities or financial products.

3.2 **Term.** The term of this Agreement shall be from the date first written above and shall continue until December 31, 2017, 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) Work Authorization/Task Order. Consultant shall obtain from the District a written work authorization for the Project prior to commencing any work or performing any Services under this Agreement. Such written work authorization shall reiterate Consultant's duties outlined herein and provide written confirmation of the specific Services, or portion thereof, to be performed, any applicable schedule requirements for such Services, as well as the agreed upon compensation to be provided for such Services consistent with the not to exceed fee set forth this Agreement.

(d) 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.

(e) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(f) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(g) Insurance. Consultant shall provide insurance in amount and type 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.

(h) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed.

(i) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractors' activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

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 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 identifies an immediate need for such an amendment. All such amendments executed by the Superintendent 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: **Christopher Terry, 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. To the fullest extent permitted by law, Consultant shall defend (with counsel of the District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and

other related costs and expenses. Consultant shall reimburse the District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers.

(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) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment,

upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of the District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted.

(q) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

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

(s) Drug/Tobacco-Free Facilities. All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of the District facilities.

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

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

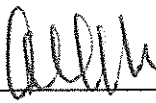
(v) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement. Copies of signatures shall have the same force and effect as original signatures.

(w) 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**

**CAPITOL PUBLIC FINANCE GROUP,
LLC**

By: 

Name: Audrey Kilpatrick

Title: Assistant Superintendent, Business &
Operations

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

- 2017 Tax and Revenue Anticipation Notes

In consideration of consulting services provided, Western Placer Unified School District will pay Capitol Public Finance Group an hourly rate of \$195, billed on a monthly basis up to a maximum amount of \$14,625. In accordance with Section 3.1(b), flat or contingent fee arrangements will be mutually agreed upon concurrently with the scope of work to be provided.

EXHIBIT "B"
MSRB Rule G-42 Supplement

**Conflict of Interest Disclosure
Western Placer Unified School District**

As of April 12, 2017

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 or material disclosures 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 School 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 School 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.

**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:

Donation Approval for
➤ Lincoln High School Farm

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick,
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 16, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

Lincoln High School Farm received a 1993 GMC Dump Truck from the County of Placer. This donated Dump Truck is to be used on the LHS School Farm.

ADMINISTRATION RECOMMENDATION:

Administration recommends we accept the donation, and it is greatly appreciated.

Western Placer Unified School District

GIFT AND DONATION DOCUMENTATION

Western Placer Unified School District appreciates contributions to its programs. To ensure that donations or gifts are used for the intended purpose, a Gift and Donation Documentation Form (available through the District Office/Business Office/School Site Principal) must be completed. The purpose of this preliminary review procedure shall be to help determine the appropriateness of the gift or donation and to document the donor's intent. A copy of this form will be submitted to the Superintendent's Office for Board of Trustee information and/or approval.

Name/Address/Telephone of Donor:

County of Placer, 175 Fulweiller Ave, Auburn CA 956
530-308-5555

Gift or Donation:

GMC Dump truck
1993 Vin #: 1GDM7H1J6PJ510369

Donated to School/Program:

Lincoln High School Farm

Value of Gift or Donation – to be completed by the Donor:

\$ 5,000

Cash or Check: (circle one)

Dollar Amount \$

N/A

Estimated Dollar Value \$

5,000

Certification of Receipt by
Site/Program Administrator:

Type Name

Signature

FOR BUSINESS OFFICE USE ONLY

Assistant Superintendent of Business & Support Services:

Signature

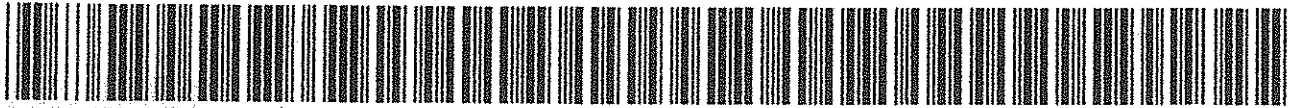
Revenue Code:

Revenue Comments:

Superintendent's Signature:

Board Agenda Date:

WHITE – Donor YELLOW – School Office PINK – Business Office GOLDEN ROD – Superintendent's Office



REGISTRATION CARD VALID FROM: 00/00/0000 TO: 12/31/2099

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
GMC	1993	1993	AD	2016	32D	33	292908

BODY TYPE MODEL	MP	MO	AX	WC	UNLADEN/G/CGW	VEHICLE ID NUMBER
DP	D	YP	2	N	14000	1GDM7H1J6PJ510369

TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC
COMMERCIAL	03/23/17	31	03/23/17	3
PERM EXEMPT				

PR EXP DATE: 12/31/199

REGISTERED OWNER

WESTERN PLACER UNIFIED SD
600 6TH ST STE 400

AMOUNT PAID
\$NFEE

AMOUNT DUE
\$ NONE

AMOUNT RECVD

CASH :
CHCK :
CRDT :

LINCOLN
CA

95648

LIENHOLDER

F01 543 22 0000000 0026 CM F01 032317 33 292908 369

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
2 Teach, LLC

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Assistant Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

LCFF Supplemental, Title I, Title II

MEETING DATE:

May 16, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

Co-teaching is a best practice for providing special education students mainstream access to grade level standards in a least restrictive environment. During the 2016-2017 school year, WPUSD worked with Wendy Murawski and Philip Bernhardt from 2 Teach, LLC to successfully implement a co-teaching model at Lincoln High School. The attached contract with 2 Teach, LLC is to support our middle schools in implementing the same model during the 2017-2018 school year. The contract outlines the timeline and services that will be provided to WPUSD through June 2018 to begin the middle school transition.

RECOMMENDATION:

Administration recommends that the Board ratify the contract proposal agreement between 2 Teach, LLC and Western Placer Unified School District.

CONTRACT FOR PROFESSIONAL DEVELOPMENT

To: Kathleen Leehane, Director of Supplemental Services
Kerry Callahan, Associate Superintendent of Student Services
Susan Watkins, Director of Special Education
Western Placer School District
Lincoln, CA

From: Wendy Murawski, Ph.D.
CEO, 2 TEACH LLC

Date: April 24, 2017

Whereas the Western Placer Unified ("The District") is in need of special services and advice in education matters related to co-teaching, and whereas 2 TEACH LLC ("The Contractor") is specially trained and competent to provide the special services and/or require required and whereas these services are need in a limited basis, therefore the parties hereto agree to the following contract.

Between the dates of May 1, 2017 to June 30, 2018, the contractor will provide:

- 9 days of professional development
- Travel and per diem
- Materials

The District will pay a sum not to exceed \$38,000. All invoices will be submitted after work is done, will be in a lump sum format, and will be paid within 30 days of the work.

Contractor:

Signature: _____

Title: CEO

PO Box 2936

Winnetka, CA 91396

818.281.6735

FEIN #: 20-4773344

District:

Signature: _____

Title: Asst. Supt. 4/25/17

600 Sixth Street, Suite 400

Lincoln, CA 956448

916.645.5292

Date	Purpose
May 2017	
3 days of Professional development (May 1,2,3, 2017)	PD time would include: <ul style="list-style-type: none"> Monday: 1 day with new co-teaching faculty Coteaching: Teacher PD for SPED teachers & general ed colleagues with focus on co-planning & inclusive practices for students with special needs in a general education setting (Co-Taught) Tuesday: 1 day PD for returning co-teaching teams; focus on problem-solving Wednesday: 1/2 day PD with paraprofessionals on their role in the inclusive classroom; ½ day PD with Special Educators on their role with UDL & Differentiation & Specially Designed Instruction
School Year 2017-18 (Sept-Dec)	
3 days: In-class observations of teachers	<ul style="list-style-type: none"> In-class observations (can usually observe 2-4 teams in one day depending on bell schedule) Debriefing preferably done on same day Feedback reports provided Provides on-site immediate feedback and mentoring for teams 1:1 focus
2 days: Professional Development	<ul style="list-style-type: none"> Professional development on specific needs (paraprofessionals, admin, teachers, content specific) Can be full day or half days Can include webinars or coaching with teams Can include data collection & analysis Can include work specifically with district and site level admin to help transfer skills to build capacity for site generalization, maintenance, and institutionalization

Cost Breakdown

PD:

May training (3 days; 1 is co-taught) (4 x \$3500):	\$14,000
5 days in school year 2017-18 (PD & Obs) (5 x \$3500):	\$17,500
Per diem (\$50 x 9 days)	\$450
Travel (Estimated)	
Hotel (\$150 x 9):	\$1350
Flight (\$400 x 5):	\$2000
Rental Car (\$75 x 9):	\$675
Baggage (\$50 x 5 trips):	\$250
Other expenses (parking/shuttle/mileage):	\$250
(Subtotal PD):	\$36475
Materials (estimated):	
Additional books, software, resources, as needed: up to	\$1500
Total Contract for up to:	\$37,975

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 Cyber High

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan *KE*
Assistant Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

LCFF Supplemental

MEETING DATE:

May 16, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached 2017-2018 contract is for "Cyber High," an accredited online high school course completion system through the Fresno County Office of Education. This is an annual contract renewal and supports our online credit completion program and our LCAP Goals.

RECOMMENDATION:

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



CYBER HIGH USE LICENSE AND SERVICE AGREEMENT
("Agreement")

Legal Doc. No. of this Signed Agreement: _____

COVER

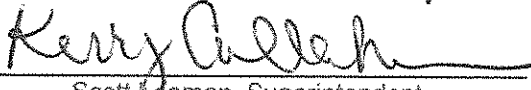
CLIENT "Client": Western Placer Unified School District Attn: Scott Leaman, Superintendent, or Authorized Designee 600 Sixth Street, Suite 400, Lincoln CA 95648 Phone: (916) 645-6350 FAX: (916) 645-6356 Email: sleaman@wpusd.k12.ca.us	FCSS/CYBER HIGH "FCSS" or "Cyber High": Fresno County Superintendent of Schools Attn: Jan Biggs, Senior Administrator, Support Services Fresno County Office of Education 2840 E. Floradora Ave., Fresno, CA 93703 Phone: (559) 265-4050 FAX: (559) 264-8326 Email: jbiggs@fcoe.org
CONTRACT TERM (see § 3.1)	
"Effective Date": September 1, 2017 "Termination Date": August 31, 2018	
CYBER HIGH PRODUCTS. FCSS shall provide to Client each "Cyber High Product" that is marked below, collectively "Cyber High Products" (mark each applicable):	
<input checked="" type="checkbox"/> District or COE Level Agreement <input type="checkbox"/> School Site Level Agreement <input type="checkbox"/> Other: _____ <i>All High School Students Enrolled at the Following Sites/Programs are to be Included Under this Agreement:</i> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Phoenix High School, Lincoln High School </div>	
<input checked="" type="checkbox"/> "Cyber High Courses": Access by Client Users to all courses, curriculum, tools, and resources available on-line on Cyber High. Cyber High Courses do not include Supplementary Materials (see Section 1.2.7, General Terms and Conditions). <input checked="" type="checkbox"/> "Professional Development Training": Upon request by Client, FCSS will provide professional development training for Client Users at a maximum rate of one training per Contract term at Client's District Office or another mutually agreeable location. Training services for Clients within California, who exceed a one hundred mile radius of 1111 Van Ness Avenue, Fresno, CA 93721, or those that justify an overnight stay due to the timing of the training, will be separately invoiced for \$500. Any training taking place outside of California will be separately invoiced for \$1500. <input checked="" type="checkbox"/> "Grade Report": After a Client User student has completed a five unit course, FCSS will mail a Grade Report to the student's school of record within a reasonable time (typically 48 hours). It is incumbent upon each Client User to ensure that Cyber High courses have been added to the approved course list of each contracting school so that proper credit may be awarded to Client User student upon course completion. <input checked="" type="checkbox"/> "Client User Support": FCSS will provide support to Client Users via telephone and email Monday through Friday, except for holidays and periods of closure, during FCSS' normal business hours. <input type="checkbox"/> "Other Products"(specify): _____	
CONTRACT AMOUNT. Client shall pay each "Plan Payment" that is marked below (collectively "Contract Amount") to FCSS (mark and complete as applicable, and attach exhibit if required):	PAYMENT SCHEDULE. Client shall pay the Contract Amount to FCSS according to the following "Payment Schedule" (mark and complete as applicable):
<input checked="" type="checkbox"/> PLAN PAYMENT YEAR 1 – UNLIMITED USE PLAN: \$14,473.49	<input checked="" type="checkbox"/> SCHEDULE 1/PLAN PAYMENT YEAR 1: Entire amount of Plan Payment Year 1 due within 30 days of the "Effective Date" of this contract.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Client and FCSS, separately referred to as a "Party" and collectively as the "Parties," have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement shall mean the Party and its governing body, officers, employees, and agents and, in the case of Client includes the Client Users. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

CLIENT


FCSS

By:

5/1/17


Scott Leaman, Superintendent
or Authorized Designee

By:


Jim Yovino, Superintendent
or Authorized Designee

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

- Article 1 Scope of Use License and Obligations
- Article 2 Payment
- Article 3 Term and Termination of Agreement; Suspension or Termination of Access to Client Users
- Article 4 Indemnity
- Article 5 Dispute Resolution
- Article 6 General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF USE LICENSE AND OBLIGATIONS.

SECTION 1.1 RECITALS AND REPRESENTATIONS.

- 1.1.1 Cyber High is an on-line comprehensive electronic high school curriculum owned and maintained by FCSS (collectively "**Cyber High**").
- 1.1.2 FCSS maintains Cyber High and the Cyber High Products to serve schools and their teachers, administrators, staff, and students. Cyber High offers an additional education opportunity for students who wish to accelerate their education, including high-risk students, credit recovery, students in continuation schools, alternative education, home schooling, adult students, mobile student populations, and children of military personnel.
- 1.1.3 Cyber High is available to schools and other entities that purchased or for whom a purchase has been made of one or more Cyber High Products. All Cyber High Products are provided at reasonable fees intended to provide for the cost of developing and maintaining the Cyber High Products and related administration and support services.
- 1.1.4 Each Party represents and warrants to the other Party that: (A) it has the power and authority to enter into this Agreement and is permitted by applicable laws to enter into this Agreement; and (B) it has and will comply with all applicable laws in the access and use of the Cyber High Products and performance of its obligations under this Agreement, and in particular applicable federal and California laws and regulations, including the Family Educational Rights and Privacy Act, regarding student records, student privacy, and the use and disclosure of student records and information.
- 1.1.5 By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide to Client, and Client shall compensate FCSS for, one or more of the Cyber High Products as marked on the Cover, and to set forth the Parties' rights and obligations relating to the Cyber High Products and this Agreement

SECTION 1.2 SCOPE OF LICENSE TO AND OBLIGATION OF CLIENT.

- 1.2.1 **CLIENT USERS.** Each student, teacher, administrator, or staff of Client who has registered for access to and use of Cyber High, and to whom FCSS has issued a user login and password (individually "**Client User**" and collectively "**Client Users**") shall have access to the Cyber High Courses and other Cyber High Products as marked on the Cover.
- 1.2.2 **USE LICENSE.** FCSS owns all rights and interests in and relating to Cyber High and the Cyber High Products, including any copyright, right, and interest therein or thereto (collectively "**FCSS Product**") and such FCSS Product shall remain FCSS' property and FCSS shall have all rights thereto, including the right to allow other third parties to access and use the Cyber High Courses and other Cyber High Products at the same or different time as Client and Client Users. FCSS grants to Client and Client Users a limited license to use the FCSS Product in accordance with the terms and conditions of this Agreement.
- 1.2.3 **TERMS OF USE/LICENSEING AGREEMENT.** Client and all Client Users who access and use the Cyber High Courses must comply with the Terms of Use/Licensing Agreement that is in effect and posted

on Cyber High at the time of such access and use. Client shall notify FCSS, through FCSS' contact person listed on the Cover, of any activity by its Client Users in violation of the Terms of Use/Licensing Agreement. If there is a conflict between any provision in this Agreement and any provision in the Terms of Use/Licensing Agreement, the provision in the Terms of Use/Licensing Agreement shall govern as between the Parties.

- 1.2.4 NO RESALE RIGHTS OR COMMERCIAL USE. Client shall not resell to any third party the right to access or use any Cyber High Products, or provide any third party who is not its Client User with access to, or the ability to use, any Cyber High Products. The right to use Cyber High and Cyber High Products are entered into in order to encourage and support the education youth, and is not intended to create a commercial license or enterprise. As such, any commercial use or application of Cyber High or Cyber High Products outside that specified in this Agreement is prohibited.
- 1.2.5 WARRANTY DISCLAIMER. Cyber High and the Cyber High Products are subject to ongoing development by FCSS and are being provided by FCSS AS IS to Client and Client Users. EXCEPT AS SET FORTH IN THIS AGREEMENT, FCSS DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS OR IMPLIED, WITH RESPECT TO CYBER HIGH AND THE CYBER HIGH PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 1.2.6 HARDWARE/SOFTWARE. The Cyber High Courses are made available to Client Users over the Internet through a web-browser interface. To access the Cyber High Courses, Client Users must have a suitable Internet connection, access to an appropriately configured computer, and appropriately configured computer network, of which FCSS has no responsibility to provide to any Client User.
- 1.2.7 SUPPLEMENTARY MATERIALS. Client is solely responsible for providing or arranging for the provision of Supplementary Materials for Client Users. "**Supplementary Materials**" include but are not limited to, supplemental texts, textbooks, novels, atlases, calculators, graphing papers, protractors, rulers, compasses, and laboratory equipment.
- 1.2.8 PARENTAL CONSENT. Client will obtain any necessary parental consent for each Client User student to access and use the Cyber High Courses or other Cyber High Products.
- 1.2.9 CONTROLLING ACCESS. It is the responsibility of the Client to immediately deactivate staff whom should no longer have access to Cyber High student records/data.

SECTION 1.3 OBLIGATIONS AND RIGHTS OF FCSS/CYBER HIGH.

- 1.3.1 CYBER HIGH PRODUCTS. FCSS shall provide to Client each Cyber High Product that is marked on the Cover.
 - 1.3.1.1 PLAN PAYMENT 1 – If Plan Payment 1 – Unlimited Use is marked on the Cover, Client and Client Users shall have access to and use of the Cyber High Products during the contract term.
- 1.3.2 TERMS OF USE/LICENSING AGREEMENT. FCSS reserves and shall have the right to add or modify the Terms of Use/Licensing Agreement at any time.
- 1.3.3 MODIFICATIONS TO CYBER HIGH. FCSS reserves and shall have the right to make any modifications to the software and course work as may be necessary. Cyber High and Cyber High Products, and any modifications thereto remain FCSS' property and FCSS retain any and all rights and interests therein and thereto.

SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (e.g., employee or student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively "**Confidential Materials**") are provided to or created by a Party or any Client User for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as the other Party or Client User may authorize in writing; (B) not use the Confidential Materials for any purpose not related to the performance of this Agreement unless such use is specifically authorized by applicable laws;

and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1.5 COMPLIANCE WITH APPLICABLE LAWS. Each Party shall comply with all federal and California laws applicable to itself and its performance of this Agreement, and access to and use of Cyber High and the Cyber High Products. Each provision of law required to be inserted in or that applies to this Agreement is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an applicable law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the applicable law(s) in which case the provision in the applicable law shall govern.

SECTION 1.6 STUDENT RECORDS. Student records include any information directly related to a student that is maintained by Client or acquired directly from the student through the use of Cyber High. Student records provided to FCSS under this Agreement are the property of and are under the control of Client. Students may retain possession and control of their own student-generated content by requesting such content in writing, and within the period of student accessibility. The parents or legal guardians of a student, or a student who is 18 years or older, may review personally identifiable information in the student's records and correct erroneous information as follows: by contacting, in writing or email, Cyber High staff and requesting to review and/or modify erroneous information. FCSS shall take actions to ensure the security and confidentiality of student records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of student records as follows: requiring all staff members to sign confidentiality forms and limit those staff members given access to confidential student records. In the event of an unauthorized disclosure of a student's records, FCSS shall report such disclosure to the affected parent, legal guardian, or student as follows: immediately and in writing. FCSS shall not use any information in a student record for any purpose other than those required or specifically permitted by this Agreement. FCSS certifies that student records shall not be retained by or available to FCSS upon completion of the terms of this Agreement and that such certification will be enforced as follows: Upon permanent cessation of all contractual relationships, and written request by Client prior to cessation of contractual relationship, FCSS will provide digital reports to client and will remove all student work and data from the Cyber High system. Client agrees to work with FCSS to ensure compliance with the federal Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g ("FERPA") and the Parties will ensure compliance with FERPA as follows: by mandating compliance with all laws and regulations pertaining to student's rights of confidentiality. To the extent FCSS will have access to "education records" for Client's students as defined under FERPA, FCSS acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the education records, as those terms have been defined under FERPA and its implementing regulations, and FCSS agrees to abide by the FERPA limitations and requirements imposed on school officials.

ARTICLE 2 PAYMENT.

SECTION 2.1 GENERAL. As full consideration and compensation for FCSS' provision of the Cyber High Products to Client and Client Users, Client shall pay FCSS the Contract Amount in accordance with the Payment Schedule, both of which are marked as applicable on the Cover.

SECTION 2.2 TAXES. Amounts paid pursuant to Section 2.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind that may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are Client's responsibility and Client shall pay such taxes, and indemnify and hold FCSS from any liability with respect to such taxes.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT; SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto ("**Contract Term**") and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall

terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION OF AGREEMENT DURING CONTRACT TERM.

3.2.1 **TERMINATION FOR CAUSE.** During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice at least 30 days before the effective date of termination and an opportunity within the 30 days to cure the material breach and to notify the other Party in writing when such cure has been completed. If the material breach has not been cured upon expiration of the 30 days or any extension thereof agreed upon by the Parties, this Agreement shall terminate effective 12:00 midnight on the 30th day or the last day of the extension (if any) without any further notice or action by either Party.

3.2.2 **RIGHTS AND OBLIGATIONS UPON TERMINATION.** Upon termination of this Agreement, the following shall apply and survive the termination of this Agreement:

3.2.2.1 **MATERIAL BREACH BY CLIENT.** If Client materially breaches any provision of this Agreement, FCSS shall have the right to keep any portion of the Contract Amount that Client has paid to FCSS and Client shall pay any remaining portion of the Contract Amount to FCSS within 30 days of the effective date of termination of this Agreement. Upon termination of this Agreement due to Client's material breach, all access to and use of all Cyber High Products shall terminate, and Client and Client Users shall have no right to access or use any Cyber High Products. FCSS will issue credits for any Cyber High Courses that Client User students completed before the effective date of termination of this Agreement.

3.2.2.2 **MATERIAL BREACH BY FCSS.** If FCSS materially breaches any provision of this Agreement, FCSS shall have the right to keep and to have Client pay, if Client has not already paid, the Contract Amount, prorated based on the number of days that have passed during the Contract Term compared to the number of days that remain in the Contract Term. Upon termination of this Agreement due to FCSS' material breach, Client User students may complete Cyber High Courses that they were taking as of the effective date of termination of this Agreement. FCSS will issue credits for such Cyber High Courses upon Client User students' completion of them.

SECTION 3.3 SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS. Without terminating this Agreement, FCSS may suspend or terminate one, several, or all Client Users from accessing and using Cyber High Courses at any time if Client or any Client Users violate the Terms of Use/Licensing Agreement or any provisions of this Agreement.

SECTION 3.4 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force Majeure**") provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Client's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

ARTICLE 4 INDEMNITY.

Except as specifically stated otherwise in this Agreement in which case such provision shall apply to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under this Agreement shall be as follows: (A) a Party ("**Indemnitor**") shall indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) each Party shall defend and pay for all of its attorney's fees and litigation costs related to any Claim or Loss without any right against or from the other Party for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (1) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable,

the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision (1) and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. **"Claim"** means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. **"Loss"** means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense and/or cost (excluding attorney's fees and litigation costs that Indemnitee or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. **"Third Party"** means a person who or an entity that is not a Party to this Agreement and is not employed by, contracted with (whether directly or through a subcontract of any level), or otherwise retained by a Party to act for or on the Party's behalf. **"Final Determination"** means any judgment, order, or decision by a court of competent jurisdiction or a governmental entity with jurisdiction to render such judgment, order, or decision where the judgment, order, or decision is not subject to appeal or the period for an appeal has expired.

ARTICLE 5 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any disputes between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 4 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Client shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Client shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Client shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 6 GENERAL PROVISIONS.

SECTION 6.1 ENTIRE AGREEMENT, CONFLICTS, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of and, unless specifically stated elsewhere in this Agreement or an amendment, any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: the Cover, these General Terms and Conditions, any exhibit or attachment that is stated as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment thereof with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 6.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. The Parties agree that in cases of uncertainty of any language in this Agreement, the provisions of Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in

this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 6.3 INDEPENDENT CONTRACTOR; ASSIGNMENT AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent; however, this provision shall not prohibit FCSS from subcontracting with one or more third parties to perform any portion of the Services.

SECTION 6.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail *and* transmitted by facsimile or e-mail; and, ***if to FCSS, a copy of any notice and demand by facsimile to:*** General Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

SECTION 6.5 ISSUANCE OF CREDITS. Client must adopt all Cyber High courses as part of Client's approved course list. Upon Client User course completion, FCSS will issue and mail the official course and/or unit completion grade report to the registrar of the Client User's permanent school of record. It is incumbent upon the Client to record the grade(s) and issue credit in accordance to Client's school and/or prevailing district policy.

//

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Annual Contract with Schoology

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 
Assistant Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

2017-2018 LCFF Supplemental

MEETING DATE:

May 16, 2017

ROLL CALL REQUIRED:

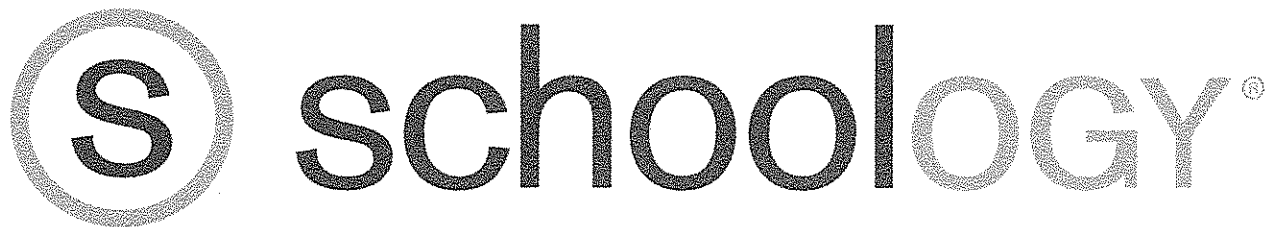
No

BACKGROUND:

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

RECOMMENDATION:

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



Learning Management System

ENTERPRISE EDITION

Sales Order for:

Western Placer Unified School District

Western Placer Unified School District Renewal 2017

600 6TH ST

LINCOLN, CA 95648-1825

Sunny Gruber
Project Manager
sgruber@schoolology.com

Schoolology, Inc.
2 Penn Plaza, 10th Floor
New York, NY 10121
www.schoolology.com

Introduction

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

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

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

Enterprise Subscription

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

1. User Authentication

Schoolology will work with Western Placer Unified School District to set up users with usernames and passwords to access the Schoolology environment. Western Placer Unified School District will maintain all usernames, passwords, user groups, roles, and account names locally.

2. Advanced User Management

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

3. Enterprise Management Interface

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

4. School Site Branding

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

5. Support Services

Schoolology has a variety of ways for you to access support. There is community-based support that is available to all administrators and instructors via the "Help Center" located in the dropdown menu in the upper right corner of Schoolology. Community support is helpful for finding frequently asked questions and for posting new ideas. As part of your support management practices, you may choose to recommend this level of support for teachers and other staff or faculty at your school.

As an Enterprise client you will have access to priority support. You may choose up to three (3) dedicated support contacts from your organization, whose role is to relay any questions, concerns or ideas to the Schoolology team. These three (3) main support contacts can contact Schoolology by:

1. **Phone:** Support contacts may contact a Schoolology representative by using a support code listed in the "Help Center" area (only visible to support contacts).
2. **Ticketing System:** Support contacts may create and track their own support tickets by going directly to support.schoolology.com. Additionally, they can email help@schoolology.com to automatically create a support ticket.



3. **Chat:** Support contacts may use the Chat feature to contact a Schoolology representative to ask questions and troubleshoot issues.

The Schoolology Support Team will work with Western Placer Unified School District to provide ongoing support throughout your partnership with Schoolology.

Schoolology is accessible 24 hours a day, 365 days a year through a multi-channel support system that includes the Help Center (support.schoolology.com), an email-based ticketing system, chat, and dedicated phone support.

Standard Support

Standard Support includes 24/7/365 Online Help Center access, 24/7/365 Community access, and email/web ticket, phone, chat support for Support Contacts during business hours (Mon-Fri 8am-8pm ET). Standard support is included in the cost of subscription.

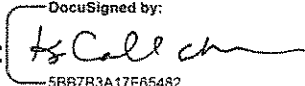


Master Subscription Agreement

By executing this Sales Order, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of the updated Master Subscription Agreement located at <https://dl.dropboxusercontent.com/s/ta7bg3tdomap3pv/Schoolology%20MSA%2020161025.pdf>. The Master Subscription Agreement governs your acquisition and use of our services set forth in this Sales Order.

SUBSCRIBER NAME:

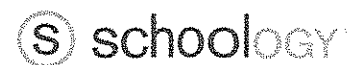
Western Placer Unified School District

Signature: 
DocuSigned by:
5B97B3A17F65482

Printed Name: Kerry Callahan

Title: Assistant Superintendent of Educational Service

Date: 3/23/2017



Enterprise Cost Summary

Exhibit A – Pricing

Contract Start Date: **July 1, 2017**
Contract End Date: **June 30, 2018**
Enrollment: **3,450**

Enterprise Subscription

Description	Quantity	Rate	Summal
Enterprise Subscription	3,450	\$6.50 Per Student	\$22,425.00
			\$22,425.00

Grand Total: US \$22,425.00

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

This Sales Order is valid until May 12, 2017.

Thank you for your business!

**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:

Donation Approval for
➤ Lincoln High School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick,
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 16, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

Lincoln High School received a Cline Baby Grand Piano from Thomas Calhoun. This donated Baby Grand Piano will be us in the LHS Choral Department.

ADMINISTRATION RECOMMENDATION:

Administration recommends we accept the donation, and it is greatly appreciated.

Western Placer Unified School District
GIFT AND DONATION DOCUMENTATION

Western Placer Unified School District appreciates contributions to its programs. To ensure that donations or gifts are used for the intended purpose, a Gift and Donation Documentation Form (available through the District Office/Business Office/School Site Principal) must be completed. The purpose of this preliminary review procedure shall be to help determine the appropriateness of the gift or donation and to document the donor's intent. A copy of this form will be submitted to the Superintendent's Office for Board of Trustee information and/or approval.

Name/Address/Telephone of Donor:

Thomas Calhoun
7959 Horseshoe Bar Rd Loomis CA 95650

Gift or Donation:

CLINE Baby Grand Piano
Model 50 P D Serial# 1JL1G0037

Donated to School/Program:

Lincoln High School Choral Department

Value of Gift or Donation – to be completed by the Donor:

\$5,800⁰⁰

Cash or Check: (circle one)

Dollar Amount \$ 20

Estimated Dollar Value \$ 5,800⁰⁰

**Certification of Receipt by
Site/Program Administrator:**

Type Name

Signature

FOR BUSINESS OFFICE USE ONLY

Assistant Superintendent of Business & Support Services:

Signature

Revenue Code: _____

Revenue Comments: _____

Superintendent's Signature:

Board Agenda Date:

5/16/17

WHITE – Donor YELLOW – School Office PINK – Business Office GOLDEN ROD – Superintendent's Office



LINCOLN HIGH SCHOOL

790 J Street • Lincoln, CA 95648
Phone (916) 645-6360 • Fax (916) 645-6349

3-22-17

Lincoln High School Music Department does hereby gratefully accept the donation of one Cline-50PD baby grand piano. The piano is 15 years old.

Estimated value: \$5,800.00

Serial number: IJLIG0037

Signed,

Jay Berns, Principal

Cindy Hagman, Choral Director

Thomas Calhoun, Donor

Public Hearing

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

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

SUBJECT:

Public Hearing on Plan for use of
College Readiness Block Grant Funds

AGENDA ITEM AREA:

Public Hearing

REQUESTED BY:

Kerry Callahan 
Assistant Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

College Readiness Block Grant

MEETING DATE:

May 16, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

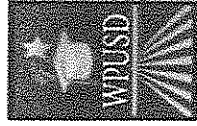
As a condition of receiving College Readiness Block Grant (CRBG) funds, a school district, county office of education, charter school, or state special school is required to develop and adopt a plan delineating how the CRBG funds will be spent. The plan must be explained in a public meeting of the governing board of the school district or county board of education, or governing body of the charter school, before its adoption in a subsequent public meeting.

The College Readiness Block Grant (CRBG) was established for the purposes of providing California's high school pupils, particularly unduplicated pupils as defined in Education Code (EC) sections 42238.01 and 42238.02, additional supports to increase the number who enroll at institutions of higher education and complete an undergraduate degree within four years. Funds from the CRBG may be used for, but are not limited to professional development, college counseling services, college readiness materials, developing A-G advising plans, collaborative partnerships with postsecondary institutes, paying fees for unduplicated pupils to take advanced placement exams, and expanding access to coursework that will satisfy A-G requirements.

Western Placer received \$88,696 in CRBG funds. The proposed use of these funds will be presented during the public hearing and opportunity for public comment will be provided.

RECOMMENDATION:

Administration recommends the Board hold a public hearing regarding the proposed use of College Readiness Block Grant funds.



WESTERN PLACER
UNIFIED SCHOOL DISTRICT

College Readiness Block Grant July 1, 2016 through June 30, 2019

Background Information

The College Readiness Block Grant (CRBG) was established for the purposes of providing California's high school pupils, particularly unduplicated pupils as defined in Education Code (EC) sections 42238.01 and 42238.02, additional supports to increase the number who enroll at institutions of higher education and complete an undergraduate degree within four years. Funds from the CRBG may be used for, but are not limited to professional development, college counseling services, college readiness materials, developing A-G advising plans, collaborative partnerships with postsecondary institutes, paying fees for unduplicated pupils to take advanced placement exams, and expanding access to coursework that will satisfy A-G requirements.

As a condition of receipt of funds, Local Education Agencies (LEAs) shall report to the California Department of Education (CDE) by January 1, 2017, on how the LEA will measure the impact of funds received on the unduplicated pupils' access and matriculation to high education. On November 17, 2016, WPUSD reported to CDE that they will measure the impact of the funds on unduplicated pupils by annually reviewing the following college readiness data:

- 11th Grade SBAC results in English language arts and mathematics
- Graduation rates
- Advanced Placement (AP) data; enrollment in and successful completion of AP courses
- A-G completion rates
- College acceptance and enrollment rates

In addition to reporting on how the LEAs will measure impact of CRBG funds, LEAs shall also develop a plan describing how funds will be used to increase or improve services for unduplicated pupils to ensure college readiness. To ensure community and stakeholder input the plan shall be discussed at a regularly scheduled meeting by the governing board of the school district and adopted at a subsequent regularly scheduled meeting.

Western Placer received \$88,696 (\$84,836 less indirect) in CRBG funds and is committed to utilizing these funds in accordance with the aforementioned purposes to increase the number of pupils, particularly unduplicated pupils, who meet college readiness standards, enroll in institutions of higher education, and complete an undergraduate degree within four years.

On the subsequent page, is WPUSD's plan for the use of the CRBG funds.

Plan for Use of CRBG Funds

Activity	Description of Activity	Estimated Budget
Professional Development	Training for AVID, Advanced Placement, ESM, ERWC, academic advising, and other college preparatory curriculum will be supported for staff as deemed appropriate.	\$39,836
College Promotion	Various activities that promote a college going culture for students and families in our district will be supported and expanded. Activities will include, but not be limited to the following: college visits, college & career fair, senior parade, and guest speakers.	\$8,000
College & Career Center	Materials, equipment, etc. will be provided in a centralized location to ensure students have appropriate and adequate resources to support them in making college and career decisions.	\$4,000
Parent Education	Parent education will be provided to ensure parents know how to support their students on the path to college. Topics for parent education will include, but not be limited to: A-G requirements, Common Application, FASFA, Scholarships, and Mental Wellness.	\$10,000
Student Testing	Exam fees for placement exams (AP, SAT, ACT, etc.) will be paid for unduplicated students and efforts to encourage them to take such exams will be enhanced through counseling outreach and services.	\$15,000
Naviance	Support for the implementation and use of Naviance – an online college and career readiness platform – will be provided. Support may include, but not be limited to, annual licensing of Naviance, professional development, and parent education.	8,000

CRBG Plan Alignment with District LCAP

Goal three in Western Placer's LCAP is to ensure that all students graduate from high school college and career ready. This has resulted in the district providing increased resources to increase students' college and career readiness. Additional counseling staff, including a college and career specialist, have been hired to provide enhanced academic and career guidance. The district has purchased Naviance – an online platform to support students' college and career readiness. Furthermore, the district has expanded its AVID and AP programs to ensure that more students are gaining access to and supports for college preparatory coursework. Lastly, the district has strengthened its relationship with local community colleges, which has resulted in more seamless transitions for students into postsecondary education.

Additional College Readiness Activities Not Funded with CRBG Funds

Beyond the activities outlined in the plan above to be supported by the CRBG funds, WPUSD is providing additional college readiness supports through other funding sources as outlined in their LCAP (see district LCAP for full details). These supports include, but are not limited to: additional counseling staff, including a college and career specialist; Naviance; expansion of AVID; credit recovery; peer tutoring; parent liaisons; and professional development.

INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

May Revision – Update of 2017-18 Governor's
Proposed State Budget

AGENDA ITEM AREA:

Information/Discussion

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent Business & Operations

ENCLOSURES:

Provided at Board Meeting

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 16, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

On May 11, 2017, Governor Jerry Brown released his May Revision to the proposals for the 2017-18 State Budget. The May Revision is a statutory opportunity for the Governor to recast his proposals in light of the latest economic data.

Staff is reviewing the information and details of the Governor's May Revision and will also be reviewing the information presented at the School Services of California May Revise conference.

Staff will update the Board of Trustees on the latest 2017-18 State budget information based on the Governor's May Revision and the potential effect on the District for the 2017-18 fiscal year.

RECOMMENDATION:

This is an information and discussion item only. No action is required at this time.