

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:

John Adams Academies Inc. Charter Schools
2017-18 Consolidated Financial Statements
with Auditor's Report

AGENDA ITEM AREA:

Information

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent
Business Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

January 15, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

Western Placer Unified School District, as the sponsoring authority for John Adams Academy Charter School, is responsible for fiscal oversight. Accordingly, their annual consolidated financial statements and audit report are provided for your review. Gilbert Associates, Inc. prepared the annual audit report of John Adams Academies Inc. Charter Schools for the fiscal year ended June 30, 2018.

RECOMMENDATION:

Administration recommends the Board of Trustees receive the consolidated financial statements and audit report.

JOHN ADAMS ACADEMIES, INC.

**JOHN ADAMS ACADEMY - Roseville
Charter School # 1169**

**JOHN ADAMS ACADEMY – Lincoln
Charter School # 1715**

**JOHN ADAMS ACADEMY – El Dorado Hills
Charter School # 1880**

**CONSOLIDATED FINANCIAL STATEMENTS WITH
INDEPENDENT AUDITOR'S REPORT**

**YEARS ENDED
JUNE 30, 2018 AND 2017**



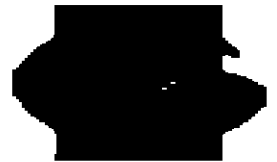
Gilbert Associates, Inc.
CPAs and Advisors

Relax. We got this.

JOHN ADAMS ACADEMIES, INC.

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Gilbert Associates, Inc.
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INDEPENDENT AUDITOR'S REPORT

**Board of Directors
John Adams Academies, Inc.
Roseville, California**

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of John Adams Academies, Inc., a California non-profit public benefit corporation, and affiliates (collectively, the Organization), which comprise the consolidated statements of financial position as of June 30, 2018 and 2017, and the related consolidated statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *2017-18 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Opinion

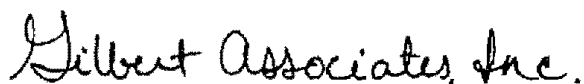
In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying Supplementary Information, as listed in the Table of Contents, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and the 2017-18 *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 27, 2018, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.



GILBERT ASSOCIATES, INC.
Sacramento, California

November 27, 2018

JOHN ADAMS ACADEMIES, INC.

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION JUNE 30, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 2,769,723	\$ 1,908,409
Accounts receivable	1,355,471	902,364
Pledges receivable	-	5,000
Cash with fiscal agent	2,009,657	557,906
Prepaid expenses	32,173	9,148
Total current assets	<u>6,167,024</u>	<u>3,382,827</u>
NON-CURRENT ASSETS:		
Deposits	26,639	55,000
Cash with fiscal agent	13,515,354	3,102,029
Property and equipment, net	<u>30,029,422</u>	<u>16,896,620</u>
TOTAL ASSETS	<u>\$ 49,738,439</u>	<u>\$ 23,436,476</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 1,608,390	\$ 132,441
Accrued interest	431,396	249,284
Accrued expenses	668,928	77,529
Current portion of debt	<u>633,333</u>	<u>360,000</u>
Total current liabilities	3,342,047	819,254
LONG-TERM LIABILITIES:		
Debt, net	<u>42,618,550</u>	<u>19,316,821</u>
TOTAL LIABILITIES	<u>45,960,597</u>	<u>20,136,075</u>
NET ASSETS:		
Unrestricted	3,578,915	3,119,958
Temporarily restricted	<u>198,927</u>	<u>180,443</u>
Total net assets	<u>3,777,842</u>	<u>3,300,401</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 49,738,439</u>	<u>\$ 23,436,476</u>

The accompanying notes are an integral part of these financial statements.

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JOHN ADAMS ACADEMIES, INC.

CONSOLIDATED STATEMENTS OF ACTIVITIES YEARS ENDED JUNE 30, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
UNRESTRICTED NET ASSETS		
REVENUES:		
Federal revenue	\$ 795,176	\$ 207,633
State revenue:		
State aid portion of general purpose funding	6,175,290	4,189,894
Lottery revenue	258,767	235,088
All other state revenue	208,019	277,405
Local revenue:		
Cash in-lieu of property taxes	5,453,840	3,689,042
Contributions and other local revenue	583,980	335,818
Net assets released from restrictions	<u>2,961,639</u>	<u>2,656,737</u>
Total revenues	<u>16,436,711</u>	<u>11,591,617</u>
EXPENSES:		
Program expenses:		
Educational programs	14,243,180	9,735,672
Supporting services:		
Management and general	1,684,638	1,257,570
Fundraising	<u>49,936</u>	<u>21,529</u>
Total expenses	<u>15,977,754</u>	<u>11,014,771</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>458,957</u>	<u>576,846</u>
TEMPORARILY RESTRICTED NET ASSETS:		
Restricted state entitlements	2,980,123	2,499,126
Restricted contributions	-	57,900
Net assets released from restrictions	<u>(2,961,639)</u>	<u>(2,656,737)</u>
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	<u>18,484</u>	<u>(99,711)</u>
INCREASE IN NET ASSETS	477,441	477,135
NET ASSETS, Beginning of year	<u>3,300,401</u>	<u>2,823,266</u>
NET ASSETS, End of year	<u>\$ 3,777,842</u>	<u>\$ 3,300,401</u>

The accompanying notes are an integral part of these financial statements.

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JOHN ADAMS ACADEMIES, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS YEARS ENDED JUNE 30, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase in net assets	\$ 477,441	\$ 477,135
Reconciliation to net cash provided by operating activities:		
Depreciation	600,222	591,550
Amortization of debt issuance costs and bond premium/discount	35,912	37,765
Changes in:		
Accounts receivable	(453,107)	336,369
Pledge receivable	5,000	10,000
Prepaid expenses	5,336	3,947
Accounts payable	(195,703)	74,375
Accrued interest	182,112	(1,895)
Accrued expenses	591,399	(230,080)
Net cash provided by operating activities	<u>1,248,612</u>	<u>1,299,166</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	<u>(12,061,372)</u>	<u>(749,304)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from debt borrowings	24,625,549	-
Bond issuance costs paid	(726,399)	-
Principal payments on debt	<u>(360,000)</u>	<u>(157,781)</u>
Net cash provided (used) by financing activities	<u>23,539,150</u>	<u>(157,781)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	12,726,390	392,081
CASH AND CASH EQUIVALENTS, Beginning of year	<u>5,568,344</u>	<u>5,176,263</u>
CASH AND CASH EQUIVALENTS, End of year	<u>\$ 18,294,734</u>	<u>\$ 5,568,344</u>
CASH AND CASH EQUIVALENTS	\$ 2,769,723	\$ 1,908,409
CASH WITH FISCAL AGENT	<u>15,525,011</u>	<u>3,659,935</u>
TOTAL	<u>\$ 18,294,734</u>	<u>\$ 5,568,344</u>
NONCASH INVESTING ACTIVITIES:		
Property and equipment financed through accounts payable	<u>\$ 1,671,652</u>	<u>\$ -</u>
CASH PAID FOR INTEREST (Net of of capitalized amount)	<u>\$ 799,171</u>	<u>\$ 998,195</u>

The accompanying notes are an integral part of these financial statements.

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JOHN ADAMS ACADEMIES, INC.

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018 AND 2017

1. OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

John Adams Academies, Inc. (the Organization), a California non-profit public benefit corporation, was incorporated on February 19, 2010 and is organized to manage, operate, guide, direct, and promote California public charter schools. The Organization is funded principally through State of California public education monies received through the California Department of Education (CDE). A Board of Directors, consisting of five board members, governs the Organization.

Charters granted to the Organization include three schools: John Adams Academy - Roseville (ROSE), charter number 1169; John Adams Academy - Lincoln (JAA - LINC), charter number 1715; and John Adams Academy - El Dorado Hills (JAA - EDH), charter number 1880). Charters are granted to each school for up to five years with an opportunity to request a continuation. The charter for ROSE was approved by Loomis Union Elementary School District (the Sponsoring District) for a five-year term through June 30, 2020. The charter for LINC was approved by Western Placer Unified School District (Sponsoring District) for a five-year term through June 30, 2019. The charter for EDH was approved by El Dorado County Office of Education (the Authorizer) for a three-year term through June 30, 2019. The charters could be revoked by the Sponsoring Districts for material violations of the charter, failure to meet pupil outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law. All sponsoring districts receive up to 1% of the annual charter revenue for supervisory oversight.

The Organization has established an internal operating division, the Non-Profit Services Division ("NSD"), to account for and administer the operation of the non-profit organization and the Organization's administration and funding of the operation of the Organization's various Academies ("Academies"). Neither NSD nor any Academy is a separate legal entity; each of them is an operating division of the Organization. NSD and the Academies operate under the direction and supervision of the Organization's Board of Directors (the "Board"). NSD is administered by an Executive Director who supervises an Academic Services Team and a Support Services Team. The Academic Services Team oversees and supports the academic operation of the Academies. The Support Services Team oversees the non-academic operation of the Academies. Each Academy campus has an on-site support services team which reports to the NSD Support Services Team and the Academy Headmaster. NSD administers the funds of each Academy to facilitate uniform compliance with financial accounting, audit and reporting requirements throughout the Organization.

In addition to managing school operations, John Adams Academies Inc. controls two affiliated organizations that were created (in the 2017/18 fiscal year) to facilitate financing of certain school facilities and support development of charter schools. The facilities are owned and managed by two single-member limited liability companies: JAA El Dorado Hills Holdings, LLC (EDH LLC) and JAA Lincoln Holdings, LLC (LINC LLC). For financial reporting purposes, EDH LLC and LINC LLC are consolidated with John Adams Academies Inc. for the year ended June 30, 2018.

Principles of Consolidation – The accompanying consolidated financial statements include the accounts of John Adams Academies, Inc. and its controlled affiliated organizations (collectively, the Organization). All significant intercompany accounts and transactions have been eliminated in consolidation. Listed below are the affiliated organizations included in these financial statements:

JOHN ADAMS ACADEMIES, INC.

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018 AND 2017

- **John Adams Academies, Inc.**

John Adams Academies, Inc. operated three charter schools during the 2017-18 school year. Charters were authorized for each school by an authorizing district for up to five years, with an opportunity for renewal. Charters may be revoked by the authorizing district for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law. As of June 30, 2018, the charter schools authorized to John Adams Academies, Inc. were as follows:

<u>Charter School Name</u>	<u>Charter School Number</u>	<u>Authorizing District</u>	<u>*Charter Granted/ Renewed</u>	<u>Charter Expiration</u>
John Adams Academy – Roseville	1169	Loomis Union Elem	7/1/15	6/30/20
John Adams Academy - Lincoln	1715	Western Placer Unified	7/1/14	6/30/19
John Adams Academy - El Dorado Hills	1880	El Dorado COE	7/1/17	6/30/20

* Start of school year following charter petition approved or the most recent renewal date.
El Dorado Hills and Lincoln schools began operations in the 2017/18 school year.

The oversight Districts receives up to 1% of the annual charter revenue for supervisory oversight. Through June 30, 2018, the Organization had separately negotiated MOUs with the authorizing districts for some of the following costs depending on authorizer: administrative fees, transportation expenses, and other services. Fees paid to the authorizing districts totaled \$63,502 and \$34,518 for the years ended June 30, 2018 and 2017, respectively.

- **JAA El Dorado Hills Holdings, LLC** – EDH LLC was formed to own, manage, and lease properties to the Organization's El Dorado Hills charter school. EDH LLC is currently constructing a new facility to lease to John Adams Academy – El Dorado Hills and is the named borrower of the 2017 and 2018 Series bonds outstanding (see Note 5).
- **JAA Lincoln Holdings, LLC** – LINC LLC was formed to own, manage, and lease properties to the Organization's Lincoln charter school.

Basis of accounting and financial statement presentation – The financial statements are prepared on the accrual basis of accounting and in conformity with professional standards applicable to not-for-profit entities. The Organization reports information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted. The Organization had no permanently restricted net assets at June 30, 2018 and 2017.

Revenue recognition – Contributions and grants are recognized when the donor/grantor makes an unconditional promise to give to the Organization. All contributions are considered available for unrestricted use unless specifically restricted by donors for future periods or specific purposes. Donor-restricted and restricted state entitlement amounts are reported as increases in temporarily or permanently restricted net assets. Temporarily restricted net assets become unrestricted, and are reported in the statement of activities as net assets released from restrictions, when time restrictions expire or the amounts are used for the restricted purpose. Government grants are recognized as revenue in accordance with the terms of the applicable grant agreement, which is generally upon the

JOHN ADAMS ACADEMIES, INC.

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018 AND 2017

incurrence of expenditures related to the required services. Deferred revenue is recorded to the extent cash received on specific grants exceeds the qualified expenses or is in advance of earning the revenue.

Cash and cash equivalents – The Organization considers investments with maturity at purchase of three months or less to be cash equivalents.

Accounts receivable balances at June 30, 2018 and 2017 were \$1,355,471 and \$902,364, respectively. The balances were due entirely from grantor government agencies. Management deems all receivables to be collectable as of June 30, 2018.

Property and equipment is stated at cost or, if donated, at the estimated fair market value at the date of donation. The Organization capitalizes all expenditures for property and equipment in excess of \$5,000. Depreciation is computed using the straight-line method over estimated useful lives of individual assets ranging from 3 to 30 years.

Donated equipment, materials and services – In-kind contributions are recorded at their estimated fair values at the date of donation. Donated services are recorded when they create or enhance non-financial assets or require a specialized skill that the Organization would otherwise need to purchase. During the years ending June 30, 2018 and 2017, the Organization did not receive any significant contributions of equipment, materials, or services.

Income taxes – The Organization is publicly supported and has received tax-exempt status under Internal Revenue Code Section 501(c)(3) and Section 23701(d) of the California Revenue and Taxation Code. There is no unrelated taxable income and, accordingly, there is no provision for income taxes in these financial statements.

Functional allocation of expenses – The costs of providing the program and supporting services have been summarized on a functional basis in the statements of activities and in the schedule of functional expenses. Accordingly, certain costs have been allocated based on employees' time incurred and management's estimate of the usage of resources.

Use of estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Subsequent events have been reviewed through November 27, 2018, the date the financial statements were available to be issued. Refer to Note 10.

JOHN ADAMS ACADEMIES, INC.

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018 AND 2017

2. CASH AND CASH EQUIVALENTS

Cash and cash equivalents as of June 30 consist of the following:

	<u>2018</u>	<u>2017</u>
Deposits with fiscal agent	\$ 15,525,011	\$ 3,659,935
Deposits with financial institutions	<u>2,769,723</u>	<u>1,908,409</u>
Total cash and cash equivalents	<u>\$ 18,294,734</u>	<u>\$ 5,568,344</u>

Cash with Fiscal Agent

Cash with fiscal agent consists of amounts that are required to be held for debt service reserves, project funds, and for principal and interest payments with respect to the bonds outstanding. The total cash with fiscal agent at June 30, 2018 and 2017 was \$15,525,011 and \$3,659,935, respectively, and is considered restricted cash. The current portion of \$2,009,657 and \$557,906 as of June 30, 2018 and 2017, respectively, consisted of maintenance funds for the building, and amounts for current debt service obligations. The noncurrent portion of \$13,515,354 as of June 30, 2018 consisted of \$3,059,944 for debt service reserves to be held until bond maturity and \$10,455,510 in a project fund for investment in property and equipment. The noncurrent portion of \$3,102,029 as of June 30, 2017 consisted of \$1,397,867 for debt service reserves to be held until bond maturity and \$1,704,182 in a project fund for investment in property and equipment.

Concentrations of Cash

As of June 30, 2018, the Organization maintains all of its cash in bank deposit accounts that at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and Management believes the Organization is not exposed to any significant credit risk related to cash.

3. PLEDGES RECEIVABLE

The Organization recognizes pledge receivables at their estimated fair value, on a nonrecurring basis, at the time the pledge is made. Fair value is determined by calculating the net present value of the estimated future cash flows. There were no pledge receivables as of June 30, 2018. The pledges receivable balance was \$5,000 at June 30, 2017 and was expected to be collected within one year.

JOHN ADAMS ACADEMIES, INC.

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018 AND 2017

4. PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

	<u>2018</u>	<u>2017</u>
Land	\$ 4,221,168	\$ 2,761,222
Building	13,251,321	13,251,321
Building and land improvements	1,557,955	1,477,951
Construction in progress	12,363,677	373,104
Equipment	748,412	545,911
Software	5,100	5,100
Subtotal	32,147,633	18,414,609
Less accumulated depreciation	(2,118,211)	(1,517,989)
Property and equipment, net	<u>\$ 30,029,422</u>	<u>\$ 16,896,620</u>

Depreciation expense was \$600,222 and \$591,551 for the years ended June 30, 2018 and 2017, respectively. Various components of the land, buildings, and schools under construction shown above are pledged as collateral for the bond debt disclosed in Note 5.

5. DEBT

The Organization has the following debt obligations:

	<u>2018</u>	<u>2017</u>
Bond Series 2018 for \$19,500,000, issued on June 1, 2018; bearing interest rate of 10.00%. This bond was refunded in August 2018, see Note 10. Associated with this bond are debt issuance costs of \$412,844, which are being amortized to interest expense over the term of the bond series.	\$ 19,500,000	\$ -
Revenue Bond Series 2017 A & B for \$4,565,000, issued on December 28, 2017; with 2 bonds and bearing interest rates ranging from 5.00% to 5.50%. Principal payments ranging from \$50,000 to \$285,000 are due annually. Final maturity is in 2047. Associated with this bond is a bond premium of \$60,459 and debt issuance costs of \$313,555, which are being amortized to interest expense over the term of the bond series.	4,565,000	-
California School Finance Authority loan for El Dorado Hills school site for \$250,000, issued on October 10, 2017; bearing interest rate of 1.13%. Principal payments of \$83,333 are due annually. Final maturity is in 2021.	250,000	-
California School Finance Authority loan for Lincoln school site for \$250,000, issued on October 10, 2017; bearing interest rate of 1.13%. Principal payments of \$125,000 are due annually. Final maturity is in 2020.	250,000	-

JOHN ADAMS ACADEMIES, INC.

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018 AND 2017

Revenue Bond Series 2015 A & B for \$11,655,000, issued on July 1, 2015; with 6 bonds and bearing interest rates ranging from 3.50% to 5.25%. Principal payments ranging from \$200,000 to \$740,000 are due annually. Final maturity is in 2045. Associated with this bond is a bond discount of \$30,000 and debt issuance costs of \$368,838, which are being amortized to interest expense over the term of the bond series.

11,455,000 11,655,000

Revenue Bond Series 2014 A & B for \$8,980,000, issued on October 17, 2014; with 5 bonds and bearing interest rates ranging from 3.15% to 5.40%. Principal payments ranging from \$140,000 to \$550,000 are due annually. Final maturity is in 2044. Associated with this bond is a bond premium of \$82,280 and debt issuance costs of \$416,655, which are being amortized to interest expense over the term of the bond series.

8,525,000 8,685,000

Subtotal 44,545,000 20,340,000

Unamortized premium/discount and debt issuance costs (1,293,117) (663,179)

Less current portion of principal (633,333) (360,000)

Total long-term debt \$ 42,618,550 \$ 19,639,056

Total interest costs of \$1,229,444 and \$1,036,795 were incurred for the years ended June 30, 2018 and 2017, respectively. In 2018, \$246,816 of interest related to debt acquired to construct facilities was capitalized into the cost of the project.

Future payments relating to debt are as follows as of June 30:

Year Ending June 30,	Principal	Interest	Total
2019	\$ 633,333	\$ 1,259,345	\$ 1,892,678
2020	633,333	2,293,347	2,956,680
2021	558,334	2,274,682	2,833,016
2022	785,000	2,254,711	3,039,711
2023	825,000	2,216,333	3,041,333
Thereafter	<u>41,080,000</u>	<u>34,360,646</u>	<u>75,440,636</u>
Total	<u>\$ 44,545,000</u>	<u>\$ 44,659,053</u>	<u>\$ 89,204,053</u>

The Organization must meet several financial covenants as a requirement of the Bonds outstanding and was in compliance with all covenants as of June 30, 2018.

JOHN ADAMS ACADEMIES, INC.

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018 AND 2017

6. LEASE COMMITMENTS

Operating leases

The Organization leases office space and equipment under various non-cancellable operating lease agreements. Rental expense under these operating leases for the years ended June 30, 2018 and 2017 was \$23,164 and \$17,497, respectively.

Future minimum payments relating to operating leases as of June 30, 2018 are as follows:

<u>Year Ending June 30,</u>	
2019	\$ 63,276
2020	37,927
2021	37,170
2022	37,504
2023	<u>6,279</u>
Total	<u>\$ 182,156</u>

7. EMPLOYEE RETIREMENT PLAN

The Organization sponsors a 403(b) Plan covering all eligible employees of the Organization. The Organization contributes to the Plan 3% of each eligible participant's compensation and matches up to 3% of each employee's contribution. Contributions of \$313,817 and \$294,473 were accrued or paid to the plan for the years ended June 30, 2018 and 2017, respectively.

8. RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes:

	<u>2018</u>	<u>2017</u>
Purpose restricted:		
California Clean Energy Jobs Act Funds	\$ 102,893	\$ 32,229
College Readiness	75,000	75,000
Special education	16,492	30,668
Classroom supplies – lottery funding	3,444	-
Art and Music	1,098	1,098
Educator Effectiveness	-	25,571
Multi-purpose building	-	10,877
Time restricted:		
General operations	<u>-</u>	<u>5,000</u>
Total	<u>\$ 198,927</u>	<u>\$ 180,443</u>

JOHN ADAMS ACADEMIES, INC.

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018 AND 2017

9. CONTINGENCIES

The Organization has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any reimbursement, if required, would not be material.

10. SUBSEQUENT EVENT

On August 30, 2018, the Organization refunded the 2018 Bond Series (issued on June 1, 2018) with proceeds from Series 2018A and Series 2018B bonds issued through California Municipal Finance Authority for \$19,500,000. The bonds bear interest rates ranging from 5.00% to 5.75% and have principal payments ranging from \$290,000 to \$2,253,503 due annually with final maturity on October 1, 2048.

SUPPLEMENTARY INFORMATION

JOHN ADAMS ACADEMIES, INC.

CONSOLIDATING STATEMENT OF FINANCIAL POSITION JUNE 30, 2018

ASSETS	John Adams Academy - Roseville	John Adams Academy - Lincoln	John Adams Academy - El Dorado Hills	NSD	Total John Adams Academies, Inc.	Lincoln - LLC	El Dorado Hills - LLC	Eliminations	Total Consolidated
CURRENT ASSETS:									
Cash and cash equivalents	\$ 1,618,823	\$ (9,692)	\$ 19,358	\$ 261,303	\$ 1,889,792	\$ 364,849	\$ 515,082	\$ -	\$ 2,769,723
Accounts receivable	693,325	432,069	230,077	-	1,355,471	-	-	-	1,355,471
Due from other sites	882,298	-	-	658,958	1,541,256	-	-	(1,541,256)	-
Cash with fiscal agent	2,009,657	-	-	-	2,009,657	-	-	-	2,009,657
Prepaid expenses	19,068	1,405	1,140	5,460	27,073	5,100	-	-	32,173
Total current assets	5,223,171	423,782	250,575	925,721	6,823,249	369,949	515,082	(1,541,256)	6,167,024
NON-CURRENT ASSETS:									
Deposits	2,500	-	10,000	14,139	26,639	-	-	-	26,639
Cash with fiscal agent	3,755,970	-	-	-	3,755,970	-	9,759,384	-	13,515,354
Property and equipment, net	19,439,700	137,344	393,118	91,785	20,061,947	-	9,967,475	-	30,029,422
TOTAL ASSETS	\$ 28,421,341	\$ 561,126	\$ 653,693	\$ 1,031,645	\$ 30,667,805	\$ 369,949	\$ 20,241,941	\$ (1,541,256)	\$ 49,738,439
LIABILITIES AND NET ASSETS									
CURRENT LIABILITIES:									
Accounts payable	\$ 808,256	\$ 16,452	\$ 15,850	\$ 12,246	\$ 852,804	\$ -	\$ 755,586	\$ -	\$ 1,608,390
Due to other sites	-	488,266	299,805	-	788,071	353,861	399,324	(1,541,256)	-
Accrued interest	301,396	-	130,000	-	431,396	-	-	-	431,396
Accrued expenses	247,518	(16,088)	73,026	348,384	652,840	16,088	-	-	668,928
Current portion of debt	425,000	125,000	83,333	-	633,333	-	-	-	633,333
Total current liabilities	1,782,170	613,630	602,014	360,630	3,358,444	369,949	1,154,910	(1,541,256)	3,342,047
LONG-TERM LIABILITIES:									
Debt, net	23,239,727	125,000	166,667	-	23,531,394	-	19,087,156	-	42,618,550
TOTAL LIABILITIES	25,021,897	738,630	768,681	360,630	26,889,818	369,949	20,242,066	(1,541,256)	45,960,597
NET ASSETS:									
Unrestricted	3,220,453	(177,504)	(134,924)	671,015	3,579,040	-	(125)	-	3,578,915
Temporarily restricted	178,991	-	19,936	-	198,927	-	-	-	198,927
Total net assets	3,399,444	(177,504)	(114,988)	671,015	3,777,967	-	(125)	-	3,777,842
TOTAL LIABILITIES AND NET ASSETS	\$ 28,421,341	\$ 561,126	\$ 653,693	\$ 1,031,645	\$ 30,667,805	\$ 369,949	\$ 20,241,941	\$ (1,541,256)	\$ 49,738,439

JOHN ADAMS ACADEMIES, INC.

CONSOLIDATING STATEMENT OF ACTIVITIES YEAR ENDED JUNE 30, 2018

	John Adams Academy - Roseville	John Adams Academy - Lincoln	John Adams Academy - El Dorado Hills	NSD	Total John Adams Academies, Inc.	Lincoln - LLC	El Dorado Hills - LLC	Eliminations	Total Consolidated
UNRESTRICTED NET ASSETS									
REVENUES:									
Federal revenue	\$ 167,734	\$ 383,639	\$ 243,803	\$ -	\$ 795,176	\$ -	\$ -	\$ -	\$ 795,176
State revenue:									
State aid portion of general purpose funding	4,543,320	449,659	1,182,311	-	6,175,290	-	-	-	6,175,290
Lottery revenue	198,830	25,865	34,052	-	258,767	-	-	-	258,767
All other state revenue	208,019	-	-	-	208,019	-	-	-	208,019
Local revenue:									
Cash in-lieu of property taxes	4,036,071	889,319	528,450	-	5,453,840	-	-	-	5,453,840
Contributions and other local revenue	460,713	20,331	102,897	19	583,980	-	-	-	583,980
Net assets released from restrictions	2,673,301	128,389	144,949	15,000	2,961,639	-	-	-	2,961,639
Total revenues	12,288,008	1,897,222	2,236,462	15,019	16,436,711	-	-	-	16,436,711
EXPENSES:									
Program expenses:									
Educational programs	10,321,097	1,811,561	2,110,522	-	14,243,180	-	-	-	14,243,180
Supporting services:									
Management and general	-	-	-	1,684,513	1,684,513	-	125	-	1,684,638
Fundraising	19,873	-	63	30,000	49,936	-	-	-	49,936
Total expenses	10,340,970	1,811,561	2,110,585	1,714,513	15,977,629	-	125	-	15,977,754
TRANSFERS TO (FROM)	1,452,995	178,459	228,180	(1,859,634)	-	-	-	-	-
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	494,043	(92,798)	(102,303)	160,140	459,082	-	(125)	-	458,957
TEMPORARILY RESTRICTED NET ASSETS:									
Restricted state entitlements	2,686,849	128,389	164,885	-	2,980,123	-	-	-	2,980,123
Net assets released from restrictions	(2,673,301)	(128,389)	(144,949)	(15,000)	(2,961,639)	-	-	-	(2,961,639)
DECREASE IN TEMPORARILY RESTRICTED NET ASSETS	13,548	-	19,936	(15,000)	18,484	-	-	-	18,484
INCREASE (DECREASE) IN NET ASSETS	507,591	(92,798)	(82,367)	145,140	477,566	-	(125)	-	477,441
NET ASSETS, Beginning of year	2,891,853	(84,706)	(32,621)	525,875	3,300,401	-	-	-	3,300,401
NET ASSETS, End of year	\$ 3,399,444	\$ (177,504)	\$ (114,988)	\$ 671,015	\$ 3,777,967	\$ -	\$ (125)	\$ -	\$ 3,777,842

JOHN ADAMS ACADEMIES, INC.

CONSOLIDATING SCHEDULE OF FUNCTIONAL EXPENSES YEAR ENDED JUNE 30, 2018

<u>John Adams Academy - Roseville</u>	<u>Program expenses</u>	<u>Supporting Services</u>		<u>Total expenses</u>
		<u>Management and general</u>	<u>Fundraising</u>	
Certificated salaries	\$ 3,946,872	\$ -	\$ -	\$ 3,946,872
Classified salaries	1,404,075	-	-	1,404,075
Employee benefits	1,453,507	-	-	1,453,507
Books and supplies	524,253	-	18,668	542,921
Services and other operating expenses	2,416,986	-	1,205	2,418,191
Depreciation	575,404	-	-	575,404
Total expenses	<u>\$ 10,321,097</u>	<u>\$ -</u>	<u>\$ 19,873</u>	<u>\$ 10,340,970</u>
<u>John Adams Academy - Lincoln</u>	<u>Program expenses</u>	<u>Supporting Services</u>		<u>Total expenses</u>
		<u>Management and general</u>	<u>Fundraising</u>	
Certificated salaries	\$ 513,341	\$ -	\$ -	\$ 513,341
Classified salaries	199,788	-	-	199,788
Employee benefits	141,744	-	-	141,744
Books and supplies	96,307	-	-	96,307
Services and other operating expenses	852,345	-	-	852,345
Depreciation	8,036	-	-	8,036
Total expenses	<u>\$ 1,811,561</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,811,561</u>
<u>John Adams Academy - El Dorado Hills</u>	<u>Program expenses</u>	<u>Supporting Services</u>		<u>Total expenses</u>
		<u>Management and general</u>	<u>Fundraising</u>	
Certificated salaries	\$ 630,490	\$ -	\$ -	\$ 630,490
Classified salaries	234,097	-	-	234,097
Employee benefits	141,881	-	-	141,881
Books and supplies	116,368	-	63	116,431
Services and other operating expenses	978,676	-	-	978,676
Depreciation	9,010	-	-	9,010
Total expenses	<u>\$ 2,110,522</u>	<u>\$ -</u>	<u>\$ 63</u>	<u>\$ 2,110,585</u>

JOHN ADAMS ACADEMIES, INC.

CONSOLIDATING SCHEDULE OF FUNCTIONAL EXPENSES YEAR ENDED JUNE 30, 2018

NSD	Program expenses	Supporting Services		Total expenses
		Management and general	Fundraising	
Certificated salaries	\$ -	\$ 268,503	\$ -	\$ 268,503
Classified salaries	-	767,825	-	767,825
Employee benefits	-	225,418	-	225,418
Books and supplies	-	20,999	-	20,999
Services and other operating expenses	-	393,996	30,000	423,996
Depreciation	-	7,772	-	7,772
Total expenses	\$ -	\$ 1,684,513	\$ 30,000	\$ 1,714,513

Lincoln - LLC	Program expenses	Supporting Services		Total expenses
		Management and general	Fundraising	
Certificated salaries	\$ -	\$ -	\$ -	\$ -
Classified salaries	-	-	-	-
Employee benefits	-	-	-	-
Books and supplies	-	-	-	-
Services and other operating expenses	-	-	-	-
Depreciation	-	-	-	-
Total expenses	\$ -	\$ -	\$ -	\$ -

El Dorado Hills - LLC	Program expenses	Supporting Services		Total expenses
		Management and general	Fundraising	
Certificated salaries	\$ -	\$ -	\$ -	\$ -
Classified salaries	-	-	-	-
Employee benefits	-	-	-	-
Books and supplies	-	125	-	125
Services and other operating expenses	-	-	-	-
Depreciation	-	-	-	-
Total expenses	\$ -	\$ 125	\$ -	\$ 125

JOHN ADAMS ACADEMIES, INC.

CONSOLIDATING SCHEDULE OF FUNCTIONAL EXPENSES YEAR ENDED JUNE 30, 2018

<u>Total</u>	<u>Program expenses</u>	<u>Supporting Services</u>		<u>Total expenses</u>
		<u>Management and general</u>	<u>Fundraising</u>	
Certificated salaries	\$ 5,090,703	\$ 268,503	\$ -	\$ 5,359,206
Classified salaries	1,837,960	767,825	-	2,605,785
Employee benefits	1,737,132	225,418	-	1,962,550
Books and supplies	736,928	21,124	18,731	776,783
Services and other operating expenses	4,248,007	393,996	31,205	4,673,208
Depreciation	<u>592,450</u>	<u>7,772</u>	<u>-</u>	<u>600,222</u>
Total expenses	<u>\$ 14,243,180</u>	<u>\$ 1,684,638</u>	<u>\$ 49,936</u>	<u>\$ 15,977,754</u>

JOHN ADAMS ACADEMIES, INC.

ORGANIZATION, GOVERNING BOARD, AND ADMINISTRATION JUNE 30, 2018

ORGANIZATION

John Adams Academies, Inc. (the Organization) was incorporated on February 19, 2010 and is organized to manage, operate, guide, direct, and promote California charter schools, including John Adams Academy – Roseville, John Adams Academy – Lincoln, and John Adams Academy – El Dorado Hills (charter school number 1169, 1715, and 1880 respectively).

The Organization supervises the activities and financial affairs of the charter schools to ensure the requirements of the California Education Code are met.

GOVERNING BOARD

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Dean Forman	Chairman	January 2019
Tricia Nielsen	Vice-Chair	October 2019
Roy Bratz	CFO	October 2019
John Brennen	Secretary	November 2020
Cindi Sherrod	Board Member	October 2018*

* Ad Hoc Committee in process of selecting replacement.

ADMINISTRATION

Joseph Benson, Executive Director

Heather Brown, Headmaster of Elementary Education

Troy Henke, Headmaster of Secondary Education, Dean of Secondary Education (Roseville Campus)

Jordan Zacharia, Dean of Elementary Education (El Dorado Hills Campus)

Meghan Muyanja, Assistant Dean of Elementary Education (El Dorado Hills Campus)

Niki Swagerty, Dean of Elementary Education (Lincoln Campus)

Becky Yerocostas, Dean of Elementary Education (Roseville Campus)

Faith Rummelsburg, Assistant Dean of Elementary Education (Roseville Campus)

James Haskins, Assistant Dean of Secondary Education (Roseville Campus)

Chris Johnson, Assistant Dean of Secondary Education (Roseville Campus)

Zeta Cammarota, Director of Curriculum

Norman Gonzales, Director of Outreach & Compliance Director

Aaron Adams, Director of Finance

Garbiel Hydrick, Director of Facilities

JOHN ADAMS ACADEMIES, INC.

SCHEDULE OF AVERAGE DAILY ATTENDANCE JUNE 30, 2018

	<u>Second Period Report</u>	<u>Annual Report</u>
Classroom-based ADA:		
John Adams Academy - Roseville		
Grades TK through 3	490.34	491.07
Grades 4 through 6	331.08	331.51
Grades 7 and 8	222.61	223.09
Grades 9 through 12	<u>258.79</u>	<u>256.57</u>
Total classroom-based ADA	<u>1,302.82</u>	<u>1,302.24</u>
John Adams Academy - Lincoln		
Grades TK through 3	111.39	111.32
Grades 4 through 6	<u>56.52</u>	<u>57.13</u>
Total classroom-based ADA	<u>167.91</u>	<u>168.45</u>
John Adams Academy – El Dorado Hills		
Grades TK through 3	113.78	115.65
Grades 4 through 6	79.45	79.26
Grades 7 and 8	<u>27.26</u>	<u>27.33</u>
Total classroom-based ADA	<u>220.49</u>	<u>222.24</u>
Combined Totals		
Grades TK through 3	715.51	718.04
Grades 4 through 6	467.05	467.90
Grades 7 and 8	249.87	250.42
Grades 9 through 12	<u>258.79</u>	<u>256.57</u>
Total classroom-based ADA	<u>1,691.22</u>	<u>1,692.93</u>

JOHN ADAMS ACADEMIES, INC.

SCHEDULE OF AVERAGE DAILY ATTENDANCE JUNE 30, 2018

	<u>Second Period Report</u>	<u>Annual Report</u>
Independent study ADA:		
John Adams Academy - Roseville		
Grades TK through 3	4.25	4.25
Grades 4 through 6	1.80	1.82
Grades 7 and 8	1.28	1.09
Grades 9 through 12	<u>2.59</u>	<u>2.46</u>
Total independent study ADA	<u>9.92</u>	<u>9.62</u>
John Adams Academy - Lincoln		
Grades TK through 3	.78	.86
Grades 4 through 6	<u>.21</u>	<u>.22</u>
Total independent study ADA	<u>.99</u>	<u>1.08</u>
John Adams Academy – El Dorado Hills		
Grades TK through 3	.78	.89
Grades 4 through 6	.92	.96
Grades 7 and 8	<u>.17</u>	<u>.18</u>
Total independent study ADA	<u>1.87</u>	<u>2.03</u>
Combined Totals		
Grades TK through 3	5.81	6.00
Grades 4 through 6	2.93	3.00
Grades 7 and 8	1.45	1.27
Grades 9 through 12	<u>2.59</u>	<u>2.46</u>
Total independent study ADA	<u>12.78</u>	<u>12.73</u>

JOHN ADAMS ACADEMIES, INC.

SCHEDULE OF INSTRUCTIONAL TIME JUNE 30, 2018

Effective January 1, 2000, California Education Code Section 47612.5 requires classroom-based charter schools to offer a minimum number of minutes of instruction. This schedule documents the compliance of John Adams Academy with these requirements.

		2017-18 Minutes		
		Requirement	Offered	Status
John Adams Academy - Roseville				
TK and Kindergarten	180	36,000	36,900	In Compliance
Grades 1 through 3	180	50,400	56,075	In Compliance
Grades 4 and 5	180	54,000	60,165	In Compliance
Grade 6	180	54,000	62,375	In Compliance
Grade 7 through 8	180	54,000	70,965	In Compliance
Grades 9 through 12	180	64,800	70,965	In Compliance
John Adams Academy - Lincoln				
TK and Kindergarten	180	36,000	37,590	In Compliance
Grades 1 through 3	180	50,400	55,135	In Compliance
Grade 4	180	54,000	55,135	In Compliance
Grade 5	180	54,000	59,610	In Compliance
Grade 6	180	54,000	67,565	In Compliance
John Adams Academy - El Dorado Hills				
TK and Kindergarten	180	36,000	37,800	In Compliance
Grades 1 through 3	180	50,400	54,780	In Compliance
Grade 4	180	54,000	54,780	In Compliance
Grade 5	180	54,000	58,860	In Compliance
Grade 6	180	54,000	59,700	In Compliance
Grades 7 through 8	180	54,000	65,220	In Compliance

JOHN ADAMS ACADEMIES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS YEAR ENDED JUNE 30, 2018

<u>Federal Grantor/Pass-Through Grantor/Program or Cluster</u>	<u>CFDA Number</u>	<u>Pass- Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
U.S. Department of Education:			
Passed Through California Department of Education (CDE):			
NCLB: Title V, Part B, Public Charter Schools Grants *	84.282A	14941	\$ 627,442
Special Education: IDEA: Basic Local Assistance Entitlement, Part B, sec 611 (Formerly 94-142)	84.027	13379	167,120
NCLB: Title II, Part A, Improving Teacher Quality Program	84.367	14341	614
Total U.S. Department of Education			<u>795,176</u>
Total Expenditures of Federal Awards			<u>\$ 795,176</u>

*Tested as a major program under Uniform Guidance 2 CFR 200

JOHN ADAMS ACADEMIES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS YEAR ENDED JUNE 30, 2018

1. BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards of John Adams Academies, Inc. is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

2. INDIRECT COST RATE

John Adams Academies, Inc. did not elect to use the 10% de minimus indirect cost rate for federal programs.

OTHER INDEPENDENT AUDITOR'S REPORTS



Gilbert Associates, Inc.
CPAs and Advisors

"Relax. We got this."

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

Independent Auditor's Report

**Board of Directors
John Adams Academies, Inc.
Roseville, California**

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of John Adams Academies, Inc. (the Organization), a California non-profit public benefit corporation, which comprise the statement of financial position as of June 30, 2018, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 27, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs that we consider to be a material weakness; see finding 2018-001.

Compliance and Other Matters

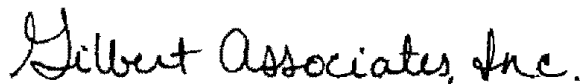
As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying schedule of findings and questioned costs as item 2018-002.

Response to Finding

The Organization's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The Organization's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

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



**GILBERT ASSOCIATES, INC.
Sacramento, California**

November 27, 2018



Gilbert Associates, Inc.
CPAs and Advisors

Relax. We got this.

REPORT ON COMPLIANCE WITH APPLICABLE REQUIREMENTS IN ACCORDANCE WITH 2017-18 GUIDE FOR ANNUAL AUDITS OF K-12 LOCAL EDUCATION AGENCIES AND STATE COMPLIANCE REPORTING

Independent Auditor's Report

**Board of Directors
John Adams Academies, Inc.
Roseville, California**

Report on State Compliance

We have audited John Adams Academies, Inc. (the Organization) compliance with the types of compliance requirements described in the *2017-18 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* applicable to the Organization's programs identified in the below schedule for the school year ended June 30, 2018.

Management's Responsibility

Compliance with the requirements referred to above is the responsibility of the Organization's management.

Auditor's Responsibility

Our responsibility is to express an opinion on the Organization's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and *2017-18 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Those standards and the *2017-18 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a material effect on the programs identified in the below schedule occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary under the circumstances.

We believe that our audit provides a reasonable basis for our opinion. However, our audit does not provide a legal determination on the Organization's compliance with those requirements.

In connection with the requirements referred to above, we selected and tested transactions and records to determine the Organization's compliance with the applicable programs identified below:

Compliance Requirements	Procedures Performed
SCHOOL DISTRICTS, COUNTY OFFICE OF EDUCATION, AND CHARTER SCHOOLS	
Educator Effectiveness	Yes
California Clean Energy Jobs Act	Yes
After/Before School Education and Safety Program	Not Applicable
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control And Accountability Plan	Yes
Independent Study-Course Based	Not Applicable
CHARTER SCHOOLS	
Attendance	Yes
Mode of Instruction	Yes
Non-Classroom-Based Instruction/Independent Study for Charter Schools	Not Applicable
Determination of Funding for Non-Classroom-Based Instruction	Not Applicable
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Not Applicable

Opinion on State Compliance

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the State programs for the school year ended June 30, 2018.

Gilbert Associates, Inc.

GILBERT ASSOCIATES, INC.
Sacramento, California

November 27, 2018



Gilbert Associates, Inc.
CPAs and Advisors

"Relax. We got this."

REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Independent Auditor's Report

**Board of Directors
John Adams Academies, Inc.
Sacramento, California**

Report on Compliance for Each Major Federal Program

We have audited John Adams Academies, Inc. (the Organization) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended June 30, 2018. The Organization's major federal programs are identified in the summary of audit results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Organization's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Opinion on Major Federal Program

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with the Uniform Guidance and which is described in the accompanying schedule of findings and questioned costs as item 2018-002. Our opinion on each major federal program is not modified with respect to this matter.

The Organization's response to the noncompliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The Organization's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Gilbert Associates, Inc.

GILBERT ASSOCIATES, INC.
Sacramento, California

November 27, 2018

FINDINGS AND QUESTIONED COSTS

JOHN ADAMS ACADEMIES, INC.

FINDINGS AND QUESTIONED COSTS JUNE 30, 2018

SUMMARY OF AUDITOR'S RESULTS

Financial Statements:

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified?	<u>✓</u> Yes	<u> </u> No
Significant deficiency(ies) identified?	<u> </u> Yes	<u>✓</u> None Reported

Noncompliance material to financial statements noted? Yes ✓ No

State Compliance:

Internal control over state programs:

Material weakness(es) identified?	<u> </u> Yes	<u>✓</u> No
Significant deficiency(ies) identified?	<u> </u> Yes	<u>✓</u> None Reported

Any audit findings disclosed that are required to be reported in accordance with Audits of K-12 Local Education Agencies? Yes ✓ No

Type of auditor's report issued on compliance for state programs: Unmodified

Federal Awards:

Internal control over major programs:

Material weakness(es) identified?	<u> </u> Yes	<u>✓</u> No
Significant deficiency(ies) identified?	<u> </u> Yes	<u>✓</u> None Reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosure that are required to be reported in accordance with section 2 CFR 200.516(a)? ✓ Yes No

Identification of major programs:

<u>Name of Federal Program or Cluster</u>	<u>CFDA Number</u>
NCLB: Title V, Part B, Public Charter Schools Grants	84.282A
Dollar threshold used to distinguish between Type A and Type B programs:	\$ 750,000
Auditee qualified as low-risk auditee?	<u> </u> Yes <u>✓</u> No

JOHN ADAMS ACADEMIES, INC.

FINDINGS AND QUESTIONED COSTS JUNE 30, 2018

FINANCIAL STATEMENT FINDING

2018-001. FINANCIAL CLOSE – CDDC #30000

Condition:

Adjustments arising from the audit of the Organization's financial statements is generally an indication that internal controls over the financial close are insufficient or not functioning properly. Internal controls in the closing process did not catch errors in recording transactions, primarily recording of the construction in progress and related payables, that resulted in errors identified during the audit with the following net adjustments: Assets increased by \$1,297,716, liabilities increased by \$1,267,459, revenue increased by \$81,519, and expenses increased by \$51,262.

Criteria:

Financial reporting in accordance with Generally Accepted Accounting Principles (GAAP) for not-for-profit organizations and adequate control structure to prevent and detect financial statement misstatements.

Cause:

Adjustments identified were caused by construction in progress accruals that were not recorded in the correct period. In addition, some adjustments were identified that were caused by untimely general ledger account reconciliations during the year-end financial close process.

Effect:

There are no questioned costs as the errors identified were corrected by management.

Recommendation:

We recommend the Organization review all construction activity at fiscal year-end to ensure activity is properly accrued for in the proper period, including retainage payables. In addition, we recommend the Organization strengthen their process for reconciling general ledger accounts during the fiscal close process. The procedures should include formalizing who is responsible for preparing and reviewing the reconciliations.

Views of Responsible Officials and Planned Corrective Actions:

The academy is in the process of implementing financial close management software that will standardize the financial close process (month-end and year-end), including standardization of closing checklists, reconciliation, documentation, review, and assignment of responsibilities.

The two primary issues were as follows (1) there was a glitch in automated invoice software that batched some fiscal year-end invoices as invoices for the new fiscal year. That issue has been resolved and the batching process also now includes a double check on each batch to ensure the invoices are booked as of the date of accrual not the date they are batched; and (2) our major construction project invoices included a retainage payable, retained until project completion. Those retainages should have been accrued at year-end. When those invoices were input, those retainages were overlooked. That issue has been resolved.

JOHN ADAMS ACADEMIES, INC.

FINDINGS AND QUESTIONED COSTS JUNE 30, 2018

STATE COMPLIANCE FINDINGS

There were no state compliance findings for the year ended June 30, 2018.

FEDERAL COMPLIANCE FINDINGS

2018-002. WRITTEN POLICIES AND PROCEDURES – CDDC #50000

Federal Agency: U.S. Department of Education

Pass-through Entity: California Department of Education

Award Names: Title V, Part B, Public Charter Schools Grants

Award Year: 2018

Award Numbers: 84.282A

Condition:

The Organization does not have written policies and procedures regarding the expenditures of federal awards.

Criteria:

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart D - Post Federal Award Requirements, 2 CFR section 200.302, states that the Organization must have written policies and procedures for determining the allowability of costs in accordance with Subpart E - Cost Principles.

Cause:

This is the first year the Organization required an audit under the Uniform Guidance and the Organization was not aware of this compliance requirement.

Effect:

Noncompliance with the Uniform Guidance.

Questioned Costs:

None noted.

Recommendation:

We recommend that the Organization document their policies and procedures to ensure they are in compliance with the Uniform Guidance as described in 2 CFR 200.

Views of Responsible Officials and Planned Corrective Actions:

The Academy is in the process of preparing a policy as recommended and plans to adopt a formal policy for the expenditure of federal funds February 15, 2019.

JOHN ADAMS ACADEMIES, INC.

FINDINGS AND QUESTIONED COSTS JUNE 30, 2018

STATUS OF PRIOR YEAR FINDINGS

FINANCIAL STATEMENT FINDINGS

There were no financial statement findings for the year ended June 30, 2017.

STATE COMPLIANCE FINDINGS

<u>Finding & Recommendation</u>	<u>Current Status</u>	<u>Explanation If Not Implemented</u>
2017-001: State Compliance (Educator Effectiveness) – CDDC #40000		
The Organization did not develop and adopt a plan, in 2015-16 or 2016-17, delineating how the Educator Effectiveness funds will be spent and therefore there was no plan to be explained in a public meeting of the governing body of the charter school, before its adoption in a subsequent public meeting.	Implemented. No such instances of noncompliance noted.	N/A
We recommend that the Organization return the funds for Educator Effectiveness or develop and adopt a plan, as required by Assembly Bill 104, Section 58(b)(2)(A). We also recommend the organization adopt procedures to ensure they are in compliance with state requirements going forward.		
2017-002: State Compliance (Unduplicated Local Control Funding Pupil Counts) – CDDC #40000		
1 student designated as an English Learner and 7 students designated as Free and Reduced Price Meal in the CALPADS system did not have current documentation on file to support these designations. The extrapolated impact of the errors are estimated to be 5 students designated as English Learner and 30 students designated as Free and Reduced Price Meal without appropriate support.	Implemented. No such instances of noncompliance noted.	N/A
We recommend that the Organization implement procedures to accurately report and support		

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Resolution 18/19.21 Declaring Project Savings
And Identifying High Priority Capital Outlay Projects

AGENDA ITEM AREA:

Action

REQUESTED BY:

Michael Adell
Director of Facilities



ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Restricted Facilities Funding
Fund 35

MEETING DATE:

January 15, 2019

ROLL CALL REQUIRED:

Yes

BACKGROUND:

After the completion of State Funded projects at Lincoln High School (Modernization and New Construction) and construction of Special Education facility at Foskett Ranch Elementary, there was a significant amount of project savings remaining in Fund 35 from the State of California. Under Chapter 12.5, Part 10, Division 1 Section 17070.63, of the Education Code and School Facility Program Regulation Section 1859.103, the District is allowed to retain these funds and use them towards other "High Priority Capital Outlay Projects". While code does not specify what constitutes a High Priority Capital Outlay Project, it does mandate that the funds be used according to the type of funding we received. In October of 2016, the District passed Resolution No. 16/17.11 identifying specific projects to expend the savings. The District has identified and updated the high priority projects to expend the remaining savings and has declared them in a revised resolution.

The attached revised resolution is a declaration by the Board of Trustees that the savings has been declared, and that projects in which the funds can be used have been designated.

RECOMMENDATION:

Staff recommends that the Board of Trustees approve Resolution 18/19.21 Declaring Project Savings and Identifying High Priority Capital Outlay Projects.

Resolution No. 18/19.21

A RESOLUTION OF THE GOVERNING BOARD OF THE
WESTERN PLACER UNIFIED SCHOOL DISTRICT TO
SUPPORT THE USE OF SAVINGS ON OTHER
HIGH PRIORITY CAPITAL OUTLAY PROJECTS

Whereas, the Western Placer Unified School District ("District") has received funding under the School Facility Program as provided in Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code;

Whereas, the District may achieve savings on projects funded under Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code;

Whereas, the District has declared savings in writing to the OPSC after the release of all funds for the project(s) that achieved savings, as required by Section 1859.103 of the School Facility Program Regulations;

Whereas, the District will expend any savings on other high priority capital outlay purposes as allowed under Chapter 12.5, Part 10, Division 1 Section 17070.63, of the Education Code and School Facility Program Regulation Section 1859.103:

- **Repair, Replacement, and Improvements of heating, ventilation, and cooling system at Twelve Bridges Middle School**
- **Modernization and Replacement of heating, ventilation and cooling system at Carlin C. Coppin Elementary School**
- **Additions, Replacements and Improvements of heating, ventilation, and cooling systems, electrical, low voltage systems, plumbing, structural components including restroom facilities, and hardscape/landscape components at Lincoln High School.**

THEREFORE, BE IT HEREBY RESOLVED, that the District Board of Education supports the expenditure of any savings, as allowed under Chapter 12.5, Part 10, Division 1 Section 17070.63, of the Education Code and School Facility Program Regulation Section 1859.103, on any of the other high priority capital outlay purposes identified above.

Enacted this 15th day of January, 2019, by the Western Placer Unified School District Board of Education.

AYES:

NOES:

ABSENT:

President, Governing Board
Western Placer Unified School District

Attest: _____
Secretary, Governing Board
Western Placer Unified School District

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

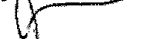
SUBJECT:

Approval of Low Bidder for District-wide Network
Switch Equipment - E-Rate Year 2019 (Year 22)

AGENDA ITEM AREA:

Action

REQUESTED BY:

Audrey Kilpatrick, 
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

E-Rate Funds

MEETING DATE:

January 15, 2019

ROLL CALL REQUIRED:

No

The District is required to advertise for network switch equipment on the District website if E-rate discounts are sought. A request for proposal (RFP) covering network equipment was posted to the District website and advertised in the local newspaper as required under E-rate requirements. All proposals were due to the district by December 5, 2018.

Three companies submitted an RFP. Of the three submissions, two of the proposals met the RFP requirements, as it did not conform to the proposal. GigaKOM was the lowest bidder of qualified bidders at \$70,177.11. The bid amounts were requested without installation costs but were included in the proposal for information purposes. The E-Rate Bid Assessment Worksheet, GigaKOM's proposal, District RFP 2019-015, Letter of Agreement and other required documents are included for review..

RECOMMENDATION:

Administration recommends Board approve the Letter of Agreement with GigaKOM for network switch equipment for the District. Board approval only allows staff to file the proper E-rate forms but in no way commits the District to following through with the project should E-rate funding not materialize. This contract is contingent upon final approval of E-Rate funding.

Western Placer Unified School District
E-Rate Bid Assessment Worksheet
Funding Year 22

2019 (YR22)
470 Application Number RFP2019-105 Yr 22 I/C
Reviewed December 7, 2018

Notes:
* Percentage weights must add up to 100%. Price must be weighted the heaviest.
** Evaluated on a scale of 1 to 5; 1=worst, 5=best. Max score of 500
*** Weight x Raw Score

Vendor Scoring (use additional worksheets if necessary)

Network Equipment RFP2019-105				SmartWave Technology				Decolect Systems			
Gigamon				\$89,054.23				\$33,577.86			
Selection Criteria	Weight*	Raw Score**	Weighted Score***	Raw Score**	Weighted Score***	Raw Score**	Weighted Score***	Raw Score**	Weighted Score***	Raw Score**	Weighted Score***
Price	30	4	120	3	90	5	150		0		0
Experience of the Bidder	25	5	125	3	75	2	50		0		0
References of equal service	20	4	80	3	60	4	80		0		0
Conformance with Proposal	25	5	125	4	100	1	25		0		0
	100.00		450		325		305		0		0

Bid reviewed by:
Tsuqulumi Furuyama
Director of Technology
916-645-5175



**WESTERN PLACER
UNIFIED SCHOOL DISTRICT**

Board of Trustees: Paul Long
Brian Haley
Paul Carras
Kris Wyatt
Damian Armitage

Superintendent: Scott Leaman

**RFP 2019-105
Network Equipment - E-rate YR 22**

PROPOSAL DUE DATE

RFPs must be submitted by
December 5, 2018

SUBMIT RESPONSE TO
WESTERN PLACER UNIFIED SCHOOL DISTRICT
600 Sixth Street, 4th Floor
Lincoln, CA 95648
Phone: (916) 645-5175



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Notice to Responders

NOTICE IS HEREBY GIVEN that Western Placer Unified School District, acting by and through its Board of Education, hereinafter referred to as the District will receive up to, but no later than December 5, 2018 before 3:00 p.m. sealed RFPs from qualified Responders for the award of contracts for the following:

RFP 2019-105 Network Equipment

Questions

All questions regarding this RFP are due on or before November 9, 2018 at 4:00 p.m. via email to: tfuruyama@wpusd.org with the subject line of "RFP 2019-105 questions". Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website November 14, 2018 at or before 4:00 p.m. It is the responsibility of the prospective Responder to check the website <http://www.wpusd.org> for updates or addenda.

Due Date

RFPs are due at the District Office for time and date stamping at or before 3:00 p.m., on December 5, 2018. One original proposal, two copies, and one digital copy (PDF format: flash drive preferred) of the RFP must be submitted in a sealed envelope, clearly marked **RFP 2019-105 to Western Placer Unified School District, District Office, 600 Sixth Street, 4th Floor, Lincoln, CA 95648.** Please allow at least 2 days for delivery of USPS Priority and Express Mail. All RFPs must be received, and time/date stamped in the District Office by the above due date and time. Sole responsibility rests with the Responder to see that their RFPs are received on time at the stated location. Any RFPs received after due date and time will be returned unopened to the Responder. No exceptions will be allowed. Faxed or emailed RFPs will not be accepted.

All Responders must conform and be responsive to this RFP, and all other documents comprising of the documents must be enclosed.

The RFP will be posted to the District website under <http://www.wpusd.org>. Any additions or corrections will be addressed in the form of addenda posted to the same location on the website.

The District reserves the right to reject any and all RFPs for any reason whatsoever. The District may waive informalities or irregularities in RFPs received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other RFPs. The issuance of this RFP and receipt of responses does not commit the

District to award a contract. The District expressly reserves the right to postpone response opening for its own convenience, to accept or reject any or all responses (in whole or portions) received to this RFP, to negotiate with more than one Responder concurrently, or to cancel all or part of this RFP. Decisions to award contract(s) as a result of this RFP are final and without appeal.

Western Placer Unified School District reserves the right, in its sole discretion, to determine the criteria and process whereby RFPs are evaluated and awarded.

The following documentation is required in the RFP Submittal:

1. Address all items in the RFP Scope of Work
2. Address all items in the RFP Proposal Format
3. Signed copies of addendums if applicable
4. Cost Proposal
5. Completed and signed Submittal pages

Purpose

The Western Placer Unified School District (hereafter "District") is soliciting proposals from Responders for Category Two Equipment supporting a contract for Network Equipment which is E-Rate eligible:

The District reserves the right to retain all of the RFPs and to use any ideas in a RFP regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the Responder of the conditions contained in this request for RFPs, unless clearly stated and specifically noted in the proposal submitted and in the contract between the District and the Responder selected.

Proposals may be withdrawn by the proposer prior to the time fixed for the opening of RFPs but may not be withdrawn for a period of thirty (30) days after the date set for submittal of proposals. The successful proposer(s) shall not be relieved of the proposal submitted without the District's consent or proposer's recourse to Public Contract Code Sections 5100, et seq.

Compliance with Laws

The successful firm(s) shall comply with all applicable federal, state, and local statutes, rules, regulations and codes.

RFP Schedule

October 30, 2018	RFP Released - Posted
November 9, 2018	Question Deadline
November 14, 2018	Questions Responses Posted
December 5, 2018	RFP Closing - RFP Due
RFP/Bid opening	Date of closing
RFP/Bid Selection	Before 471 filing date (approximately March 20, 2019)
Purchase Orders	Contingent on E-RATE Award and District approval

About the District

The District is located in Placer County, the City of Lincoln. The District operates seven elementary schools, two middle schools, one high school, one alternative school and other District facilities. The District serves approximately 7,000 K-12 students. More information about the District and its facilities can be found on the District's website at <http://www.wpusd.org>.

Scope of Work

The Western Placer Unified School District (hereafter "District") is soliciting proposals from Responders for Category Two Equipment supporting a contract for Network Equipment which is E-Rate eligible. The District is soliciting qualified contractors to submit plans which should include detailed billing and include hardware, shipping, installation and taxes. Service provider must label all equipment as E-rate with an identifying Funding Request number.

The District's eligible network equipment include (or equivalent):

Part Number	Qty.	Description
J9822A	1	HP 5412R
J9829A	2	1100W PSU
J9986A	8	24 Port Expansion Module
J9993A	2	10G SFP Expansion Module
J9537A	2	1G Expansion Module
JL320A	15	24 Port Switch
JL322A	4	48 Port Switch

Requirements for Network Equipment

This section defines specifications for Network Equipment for the Western Placer Unified School District. A list of school sites is attached.

1. All plans proposed should include detailed billing.
2. The Start date of this project will be April 1, 2019.
3. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the

- manufacturer, said decrease shall be passed on to the Western Placer Unified School District and documented with new price sheet sent to the District Office.
4. All equipment/services costs must be new and included and identified separately.
 5. Manufacturer must warrant all parts and equipment.
 6. Vendor must be a certified reseller of parts and equipment.

Responder Service Provider Information

1. Length of time business has provided this type of service.
2. Responder Service Level Agreement (SLA) for your proposal.
3. Indicate any options available.
4. Please show applicable discounts separately, if applicable.
5. An implementation timeline proposal starting April 1, 2019.
6. Indicate how charges will be incurred as services are implemented.
7. Responders must include 3 reference sites using your service 3 years or more. References from a School, Library or a County Office of Education in California are preferred.
 - Job Location
 - Contact name and telephone number
 - Date of contract
 - Project Description
 - Equipment/Service Installed

Responder Service Provider Requirements

The Responder must meet or exceed minimum qualification requirements.

1. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
2. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>
3. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://apps.fcc.gov/coresWeb/publicHome.do>
4. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

5. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, of the funding year.
6. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per 5LD guidelines.
7. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.
8. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
9. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

Responder Service Provider Acknowledgements

1. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitution.
2. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
3. This offer is in full compliance with USAC's Free Services Advisory <http://usac.org/sl/applicants/step01/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.
4. Starting Services/Advance Installation: The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the


contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2019 funding year (July 1, 2019). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

5. Early Funding Conditions:

- Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
- The Category 1 service must depend on the installation of the infrastructure.
- The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
- No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.


For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (Telecommunications Services and Internet access).

The complete text can be found at the following URL:

<http://www.usac.org/sl/applicants/step05/installation.aspx>

- Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year. We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

6. Invoicing

The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

Additionally, if the service qualifies for California Teleconnect Funds then the service provider will invoice the California PUC.

7. FCC/SLD Auditability

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

8. Procurement of Additional Goods and/or Services/Coterminous Expiration

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they

acknowledge, accept and are in agreement with coterminous expiration conditions.

Proposal Format

Each proposal shall be submitted on forms supplied by District. Each proposal shall conform and be responsive to District specification. Responder shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.

All submitted proposals must provide at a minimum, all requested information in the proposal document. Any portion not included will be cause for elimination from the quote process. The information should be organized as indicated in the proposal requirements. The District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP.

All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

Proposals shall include the following as a minimum:

1. Responder Service Provider Information
2. Letter of Agreement
3. Cost Proposals
4. Addendums
5. Completed and signed Submittal pages

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Responders may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

Selection

Upon receipt of proposals, the District's staff will review each Responder's response to the RFP.

Evaluation Panel

Our evaluation team will include a comprehensive group of experts with knowledge of the scope of services requested.

Evaluation Criteria

The Western Placer Unified School District reserves the right to select the firm that best meets the needs of the District, based on the criteria set forth herein. The District reserves the right to waive minor irregularities in the RFP and in the proposals submitted in response to the RFP.

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Responders may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

Proposals will be evaluated on the following:

- Responder cost, including unit prices, labor rates, travel/trip charges, etc.
- Extent of experience with the district
- Client references and/or citations from prior installations where equal services have been provided for projects of similar size and complexities
- Quote preparation, thoroughness, and responsiveness to the RFP requirement

The successful responder will be chosen based upon best value. The district reserves the right to reject any or all bids.

Contract

The contract awarded as a result of this solicitation shall be a fixed price contract for which the offered price will include all labor, material, equipment, services, software, hardware, travel, shipping, and price administrative cost, associated with providing the products and services listed herein and offered by proposer.

Contract Type

Depending on the dollar amount if the award(s), the contract(s) resulting from this RFP may be required to be approved by the District's Governing Board. No minimum amount of work is guaranteed.

Contract Format

It is mutually agreed by and between District and Responder that the District's acceptance of Responder's proposal, upon approval by the Governing Board, shall create a contract between the parties thereto. District and Responder with whom District chooses to contract if any, shall execute a Contract Signature page based on the RFP, the response and the attached Letter of Agreement. The Contract will, by default, incorporate all requirements, terms and conditions contained in the RFP. In the event of any conflict between this RFP and the Contract Signature Page, the terms of the RFP will take precedence, unless otherwise specifically stated in a written amendment. District will not enter into any separate Contract of Agreement with Responder except as specifically stated herein.

Terms and Conditions

Compliance with Laws

This contract shall be in accordance with the laws in the State of California. All RFPs shall comply with the current federal, state, local and other laws relative thereto.

Insurance Requirements & Indemnity

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

Fingerprinting

Education Code section 45125.1 applies to this Agreement. Responder will certify that, pursuant to Education Code Section 45125.1, Responder will have conducted the required criminal background check of all its employees who may have contact with District pupils or unsupervised access to any District campus and shall certify that none of those employees have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). Upon verification from the DOJ that those persons fingerprinted have no record of a serious or violent felony, the Responder will so certify by signing and submitting to the Governing Board of District the certification form attached.

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by the DOJ as certified by the Responder shall constitute grounds for termination of this Agreement.

Attorney Fees

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

Governing Law and Venue

In the event of litigation, the RFP documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Sacramento County.

RFP Acceptance or Rejection

This RFP does not commit the District to award a contract, to pay any cost incurred in the preparation of this RFP or to procure contract for services or supplies. The District reserves the right to accept or reject any or all RFPs received in response to this request, to negotiate terms that will be in the best interest of the District or cancel in whole or in part this RFP. All submitted RFPs and information included therein shall become public records upon delivery to the District. All firms submitting a RFP should note that the execution of any contract would be contingent upon governing Board Approval.

Term/Extension

Pursuant to Education Code, Sections 17596 and 81644, it is the intent of the District to award a single term contract for the specified service. If this is a multi-term contract and assuming funds are appropriated to support continuation of services for succeeding fiscal periods, the original contract may be renewed annually for a total time of contract not to exceed five (5) consecutive fiscal years.

Board Contact

No business entity, including any agent of such entity, shall directly or indirectly contact any Board member immediately before or during the RFP process of any project on which the business entity intends to or has submitted a RFP. Any Responder violating this policy shall be deemed disqualified from the RFP process. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Responder, the Board reserves the right to cancel any contract awarded, in which case, the Responder shall be liable for any damage incurred by the District. The Board shall exercise its best judgment for the benefit of the District in making a decision whether to proceed or not, depending on all of the facts and circumstances.

Termination of Contracts/Purchase Orders

The District reserves the right to terminate all purchase orders or contracts with due cause by giving a ten (10) calendar day written notice or may terminate without cause by giving a thirty (30) calendar day written notice. Due cause for termination of contract shall include, but not be limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if the District does not appropriate funds for the goods and/or services under the purchase order or contract.

Patents, Etc.

The Responder shall hold the District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this RFP.

Failure to Fulfill Contract

When any Responder shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said Responder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Responder, as above stated, shall be a liability against such Responder and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful Responder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Responder provided satisfactory proof is furnished to the Board of Education, if requested.

Contract Exclusive

The provisions of the contract shall in no way prohibit the District from making purchases from another supplier for the same services as herein listed.

Proprietary Information

There can be no portions of the submitted quote to be treated as proprietary and confidential information even if they are marked as such. Due to the California Public Records Act all information submitted is to be considered open for public review.

Conflict of Interest

The successful Responder shall affirm that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interest of the Responder and services under this Agreement. The successful Responder agrees to advise Owner of any actual or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part, 85, Sections 85, 105 and 85.110—

The applicant certifies that it and its principles:

Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and

Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

BID PROTEST. Any bid protest by any Bidder must be submitted in writing to the District before 3:30 p.m. (Per District bid clock) of the **third (3rd)** business day following bid opening.

- a. The protest must contain a complete statement of any and all bases for the protest.
- b. The protest must refer to the specific portions of all documents that form the basis for the protest.
- c. The party filing the protest must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder but must timely pursue his or her own protest.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District no later than 5:00 p.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest.
- g. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- h. A "business day", for purposes of this section, means a weekday during which the District's office is open and conducting business.

E-Rate Participation

The District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.

E-Rate Spin

Each vendor providing services to the District as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Division can be reached online at: <http://www.usac.org/sl>

Brands

When a particular brand or brand and model number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item

other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its model number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and model number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.

Samples

Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.

Delivery

All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.

Public Works Contractor Registration Certification

If the bids for this Project are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

List of Sites

Western Placer Unified School District				
School Name	Address	City	Zip	Telephone
District Office	600 Sixth Street	Lincoln	95648	(916) 645.6350
CARLIN C. COPPIN ELEMENTARY SCHOOL	150 East 12 th Street	Lincoln	95648	(916) 645-6390
CREEKSIDE OAKS ELEMENTARY SCHOOL	2030 First Street	Lincoln	95648	(916) 645-6380
FIRST STREET ELEMENTARY SCHOOL	1400 First Street	Lincoln	95648	(916) 645-6330
FOSKETT RANCH ELEMENTARY SCHOOL	1561 Joiner Parkway	Lincoln	95648	(916) 434-5255
GLEN EDWARDS MIDDLE SCHOOL	204 L Street	Lincoln	95648	(916) 645-6370
LINCOLN CROSSING ELEMENTARY SCHOOL	635 Groveland Lane	Lincoln	95648	(916) 434-5292
LINCOLN HIGH SCHOOL	790 J Street	Lincoln	95648	(916) 645-6360
LINCOLN HIGH FARM CLASSROOMS	6001 William Lane	Lincoln	95648	(916) 434-3766
PHOENIX HIGH SCHOOL (Continuation)	870 J Street	Lincoln	95648	(916) 645-6395
SHERIDAN ELEMENTARY SCHOOL	4730 H Street	Sheridan	95681	(530) 633-2591
TWELVE BRIDGES ELEMENTARY SCHOOL	2450 Eastridge Drive	Lincoln	95648	(916) 434-5220
TWELVE BRIDGES MIDDLE SCHOOL	770 Westview Drive	Lincoln	95648	(916) 434-5270

Any other location within the Greater Lincoln – Placer County Area designated by the District

Cost Proposal

RFP 2019-105

Responder Company Name: GigaKOM
 Responder Name: Brett Hebert
 Responder Title: Account Manager
 Responder SPIN: 143027209
 Responder Phone: 916-755-6330

The District's eligible Network Equipment include (or equivalent):				
CREEKSIDE OAKS ELEMENTARY				
Part Number	Qty	Description	Unit Price	Extended Cost
JL320A	1	24 Port Switch	\$1782.78	\$1782.78
			Sub total	\$1782.78
			Taxes	\$129.25
			Shipping	\$12.05
			Grand Total	\$1924.08

FOSKETT RANCH ELEMENTARY				
Part Number	Qty	Description	Unit Price	Extended Cost
JL320A	1	24 Port Switch	\$1782.78	\$1782.78
			Sub total	\$1782.78
			Taxes	\$129.25
			Shipping	\$12.05
			Grand Total	\$1924.08

LINCOLN CROSSING ELEMENTARY				
Part Number	Qty	Description	Unit Price	Extended Cost
JL320A	1	24 Port Switch	\$1782.78	\$1782.78
JL322A	2	48 Port Switch	\$3276.66	\$6553.32
			Sub total	\$8336.10
			Taxes	\$604.37
			Shipping	\$0
			Grand Total	\$8940.47

LINCOLN HIGH				
Part Number	Qty	Description	Unit Price	Extended Cost
JL320A	6	24 Port Switch	\$1782.78	\$10696.68
J9822A	1	HP 5412R	\$2387.02	\$2387.02
J9829A	2	1100W PSU	\$635.43	\$1270.86
J9986A	8	24 Port Expansion Module	\$1860.35	\$14882.80
J9993A	2	10G SFP Expansion Module	\$2481.12	\$4962.24
J9537A	2	1G Expansion Module	\$2023.65	\$4047.30
			Sub total	\$38,246.90
			Taxes	\$2772.90
			Shipping	\$0
			Grand Total	\$42152.46

PHOENIX HIGH				
Part Number	Qty	Description	Unit Price	Extended Cost
JL320A	1	24 Port Switch	\$1782.78	\$1782.78
			Sub total	\$1782.78
			Taxes	\$129.25
			Shipping	\$12.05
			Grand Total	\$1924.08

TWELVE BRIDGES ELEMENTARY				
Part Number	Qty	Description	Unit Price	Extended Cost
JL320A	1	24 Port Switch	\$1782.78	\$1782.78
JL322A	2	48 Port Switch	\$3276.66	\$3276.66
			Sub total	\$5059.44
			Taxes	\$604.37
			Shipping	\$0
			Grand Total	\$5663.81

TWELVE BRIDGES MIDDLE				
Part Number	Qty	Description	Unit Price	Extended Cost
JL320A	4	24 Port Switch	\$1782.78	\$7131.12
			Sub total	\$7131.12
			Taxes	\$517.01
			Shipping	\$0
			Grand Total	\$7648.13

Responding to Request For Proposal No. 2019-105 due December 5, 2018 before 3:00 PM

RFP Form
RFP 2019-105

Western Placer Unified School District
600 Sixth Street, 4th Floor
Lincoln, California 95648

To: Superintendent and Members of the Board of Education

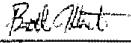
The undersigned, doing business under the full and complete legal Responder name as set forth below, having examined the Notice to Responders, RFP Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the RFP package for the above-referenced RFP, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the documents contained in said RFP package. The entire RFP Package is submitted, together with this RFP Form.

Name of Company: GigaKOM

Legal Status (i.e., sole proprietorship, partnership, corporation): Corporation

Tax I.D. Number (Sole Proprietorship Only): 50-0026714

Address: 3615 Kearny Villa Suite 201
San Diego, CA 92123

Authorized Representative: 

Signature Brett Hebert

Name (Print or Type) Account Manager

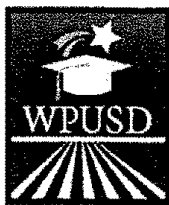
Title 12/4/2018

Date (916) 755-6330

Phone (858) 565-2453

Fax bretthebert@gigakom.com

E-mail address



WESTERN PLACER UNIFIED SCHOOL DISTRICT

Board of Trustees: Paul Long
Brian Haley
Paul Carras
Kris Wyatt
Damian Armitage

Superintendent: Scott Leaman

Letter of Agreement - RFP 2019-105

Pursuant to the terms of Western Placer Unified School District's RFP # 2019-105 for Network Equipment, (Name of Company) GigaKOM's response to RFP #2019-105 dated (mm/dd/yyyy) 12/4/2018, (Name of Company) GigaKOM will provide the equipment and services per RFP # 2019-105 effective the date of issuance of Western Placer Unified School District Purchase Order(s).

(Name of Company) GigaKOM and Western Placer Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Western Placer Unified School District for E-Rate Year 2019 (Year 22), and Western Placer Unified School District Board of Education approval.

The Western Placer Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Western Placer Unified School District shall not be responsible for any costs to Bidder prior to termination.

Western Placer Unified School District

Authorized Representative Signature

Date: _____

Name: Audrey Kilpatrick

Title: Assistant Superintendent

Address: 600 Sixth Street
Lincoln, CA 95648

Email: akilpatrick@wpusd.org

Phone: 916-645-6350

GigaKOM

(Name of Company)

Brett Hebert

Authorized Representative Signature

Date: 12/4/2018

Name: Brett Hebert

Title: Account Manager

Address: 3615 Kearny Villa Suite 201
San Diego, CA 92123

Email: bretthebert@gigakom.com

Phone: 916-755-6330

Fingerprint Certification

RFP 2019-105

Responder Certification

I, Brett Hebert, am an authorized representative of/doing business as (Name of Responder/consultant) GigaKOM, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all its employees who may have contact with District pupils or unsupervised access to any District campus of the Western Placer Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 4th day of December, 2018, in San Diego County, California.

GigaKOM

Name of Responder/Consultant (please print)

Brett Hebert

Name/Title of Authorized Representative (printed)



(Signature)

Statement of Non-Conflict of Interest

RFP 2019-105

The Responder hereby warrants that he or she has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.



Signature

Brett Hebert

Printed Name

Account Manager

Title

GigaKOM

Responder

12/4/2018

Date

Insurance Acknowledgement

RFP 2019-105

Notice to Bidders regarding Indemnity and Insurance Requirements

Summary of Indemnification and Insurance Requirements:

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to Western Placer Unified School District (Buyer). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by Buyer.
2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to Buyer and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1— all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Buyer.
3. Contractor shall provide Buyer with Certificates of Insurance including all required endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Buyer before work begins. Buyer reserves the right to require full-certified copies of all Insurance coverage and endorsements.

I. Indemnification & Insurance:

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

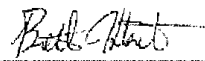
Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

I have read and understand the above requirements and agree to be bound by them for any work performed for the Buyer.



Signature

Brett Hebert

Printed Name

Account Manager

Title

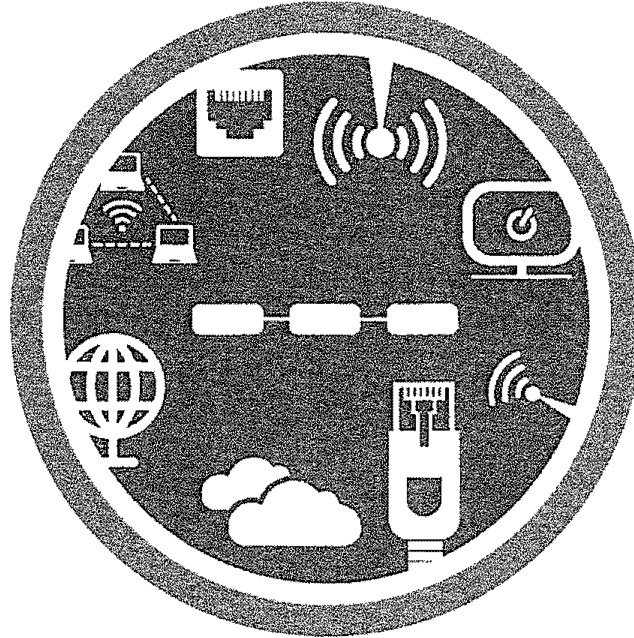
GigaKOM

Responder

12/4/2018

Date

ORIGINAL



GIGAKOM PROPOSAL
for

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Internal Connections and/or BMIC

470 # 190002925

E-Rate 2019 – 7/1/2018 to 6/30/2019

SPIN # 143027209
FCC # 0011991395
Certified Small Business Micro # 40936
DIR Registration # 1000003984
Contractor License # 910431
CPUC # U-1202-C

Date: 12/5/2018

GigaKOM respectfully requests that the information in this proposal not be used or disclosed, in full or part, for any purpose other than that for which it was originally furnished without prior written permission of GigaKOM.

HQ: 3615 Kearny Villa Road, Suite 201 | San Diego, CA 92123 | Phone: 858-769-5408 | Fax: 858-565-2453



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1. Cover Letter

December 5, 2018

Tsugufumi Furuyama
600 6th Street, 4th Floor
Lincoln, CA 95648

Dear Tsugufumi,

GigaKOM thanks you for the opportunity to present our Category 2 erate proposal. We have carefully constructed a complete technical solution that will serve your District for many, many years.

GigaKOM is a full-service *Information Technology Solutions Provider*, as we specialize in full cycle IT Solutions. We have partnered with the industry's best network and system manufacturers to provide you with cost effective, superior products and services. Our staff is highly qualified and is always available to assist you with any of your technical needs. GigaKOM is your strategic partner and trusted advisor. We will engage with you to create and execute your strategic goals. GigaKOM's engineers hold the highest level of certifications and training with multiple manufactures including Cisco, HPE, Aruba, Aerohive, Ruckus Microsoft, VMWare, and more.

GigaKOM is a California Corporation providing IT services and support since 2003. Additionally, GigaKOM is a certified Small Business with the State of California, Department of General Services. We have completed projects from a single-server upgrade to the design and installation of complete data centers.

Thank you for your consideration and the opportunity to partner Western Placer Unified School District on this erate Category 2 Project.

A handwritten signature in black ink, appearing to read "Brett Hebert", with a long horizontal line extending from the end of the signature.

Brett Hebert

P 916-755-6330

F 858-565-2453

bretthebert@gigakom.com

GigaKOM
3615 Kearny Villa Road, Suite 201
San Diego, CA 92123
www.gigakom.com



2 *GigaKOM Contacts*

The GigaKOM contacts for this proposal are:

Contacts:

Brett Hebert
Account Manager
Phone: (916) 755-6330
Fax: (858) 565-2453
bretthebert@gigakom.com

Greg Argendeli
VP Engineering Services
Phone: (858) 769-5403
Fax: (858) 565-2443
arg@gigakom.com

Office Locations

- MAIN OFFICE/San Diego
3615 Kearny Villa Road, Suite 201
San Diego, CA 92123
- Los Angeles
9107 Wilshire Blvd. Suite 450
Beverly Hills, CA 90210
- Northern California
3511 Thomas Road, Suite 9
Santa Clara, CA 95054
- Bay Area
1600 Harbor Bay Parkway, Ste 100
Alameda, CA 94502
- Central California
4450 California Ave, Suite 192
Bakersfield, CA 93309
- Fresno
1713 Tulare St
Fresno, CA 93721



3 Introduction – Description of Firm

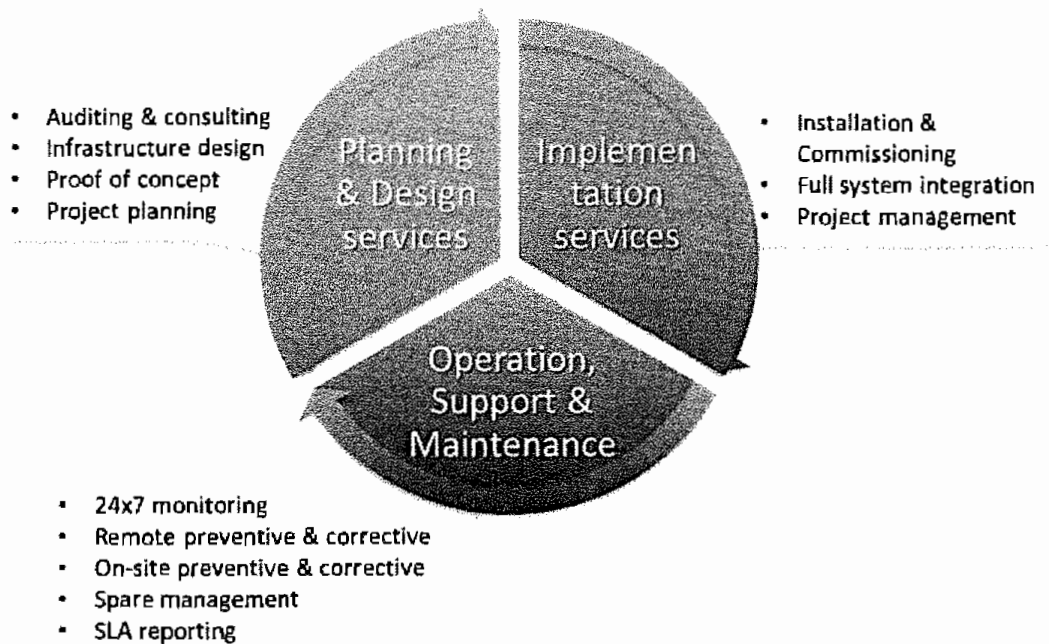
This proposal is for GigaKOM to assist Western Placer Unified School District with Category 2 Internal Connections for E-Rate Eligible Network and Telecommunications Systems.

GigaKOM is a full service *Information Technology Solutions Provider*. We specialize in Technology for Education. Our vision is to improve the stability of each and every network we service. We have partnered with the industry's best network and system manufacturers to provide you with cost effective, superior products and services.

Our staff is highly qualified and is always available to assist you with any of your technical needs. GigaKOM has delivered solutions ranging from desktops, mobile devices, and classroom technology to complete networks and data centers including virtualization. Our solutions ensure access to the vast array of technology resources that are available to improve your District's efficiency and learning experience. GigaKOM's engineers hold the highest level of certifications and training with multiple manufactures including Cisco, HPE / Aruba, Aerohive, Ruckus, Microsoft, VMWare, Xirrus and more.

GigaKOM is a California Corporation providing IT services and support since 2003. Additionally, GigaKOM is a certified Small Business with the State of California, Department of General Services.

GigaKOM is an established vendor that has been providing ERATE and non-ERATE services for the fifteen years throughout California, utilizing employees that have been in the program since year one (including a former California Certified ERATE Trainer). We have completed projects from a single-server upgrade to the design and installation of complete school data centers.





4 Experience and Qualifications

GigaKOM is a full service *Information Technology Solutions Provider*. Our vision is to improve the stability of each and every network we service. We have partnered with the industry's best network and system manufacturers to provide you with cost effective, superior products and services.

Our staff is highly qualified and is always available to assist you with any of your technical needs. GigaKOM has created solutions ranging from desktops to complete networks that ensure access to the vast array of technology resources that are available to improve your business efficiency. GigaKOM's engineers hold the highest level of certification.

GigaKOM has completed multiple enterprise level implementations in all the areas below, as well as technologies not listed. Please see References section for a sample of projects completed.

Systems Integration:

GigaKOM provides professional computer solutions and services to improve the client's technological capabilities.

Infrastructure design and installation, Integration services, and Implementation management are mission-critical to any technology project. GigaKOM integrates these services to provide a single source for all computing needs. Below are samples of the ways that GigaKOM can assist our Education clients.

Local and Wide Area Network (LAN/WAN) Design & Implementation Services:

GigaKOM helps organizations design, install, and maintain enterprise-wide systems for voice, video, and data communications. Utilizing industry standard technology and certified engineers and project managers, GigaKOM works with organizations to ensure stable, robust, and expandable solutions for our client's needs. Network documentation and infrastructure testing capabilities are an integral part of the LAN/WAN services.

Security Services:

GigaKOM provides our clients with the programs and tools necessary to ensure network security at all levels. GigaKOM analyzes, recommends, installs security systems, and assists in establishing policies and procedures to provide the highest level of technology security available. GigaKOM provides an array of security provisions: physical security, desktop provisions, virus protection software, firewalls, intrusion detection systems, and internet filtering capabilities.

Hardware and Software Services:

GigaKOM, through its experience and partnerships, offers a high level of expertise in product selection, purchasing, installation, and maintenance – from desktop computers to the entire network infrastructure. GigaKOM offers a hardware/software asset management and license compliance service.

Cloud Computing, Virtualization and Thin Client:

GigaKOM guides businesses in decision and implementation of Cloud, Virtualization and Thin Client solutions.

Cloud Computing provides for decentralization of hardware, risk and recovery advantages, as well as Access-Anywhere capabilities.

Thin-client technology transforms networks from a collection of decentralized computer devices into a centrally manageable computing environment, providing low-cost, standardized, easily updateable, and centralized systems.



Virtualization provides many benefits including fail-over and redundancy solutions, leveraging hardware utilization, and cost savings in power, facilities and management.

Network Management and Maintenance:

GigaKOM provides comprehensive network maintenance solutions client tailored to meet each individual client's network requirements. From hardware warranty programs, to labor support and complete network management programs, GigaKOM has the program and expertise to keep networks running at their optimal capabilities.

GigaKOM wants to be your Partner in Educational Technology. We are certified by all major IT manufacturers and specialize in servicing clients throughout the South Western United States.

5 Certifications, Training and Specializations:

Listed are some of our Partner and Certifications

Cisco

Company Certification

- Premier Certified Partner

Specializations

- Advanced Unified Communications
- Express Foundation
- Cisco Capital Financing
- Cisco Smart Care Services
- Cisco Smart Care



Professional Certification and Training

- CCIE, CCNP, CCDA and more

Microsoft

Company Certification

- Authorized Partner

Specializations

- Educational Licensing Authorized



HPE - Aruba

Company Certification

- HPE Aruba Gold Partner
- Networking Elite



Specializations

- Public Sector

VMware

Company Certification

- Professional
- Educational Licensing



Xirrus Wireless

Company Certification

- Gold Certification





Aerohive Wireless
Company Certification
• Elite Certified Partner



Ruckus Wireless
Company Certification
• Certified Partner



MiloStone
Company Certification
• Gold Certification



Extreme Networks
Company Certification
• Gold Certified Partner



6 Master Contracts and Purchasing Authorizations:

In order to best serve our Government and Educational clients, GigaKOM has multiple purchasing vehicles available. Our contracts include:

Details at: <https://goo.gl/XaDLCC>

CMAS Contract ID 3-17-70-2346J

- Cisco Networking Equipment / Services
- HPE Networking Equipment / Services
- Aruba Networking Equipment / Services
- HP Computer Systems / Services
- Data Communications – Equipment



CMAS Contract ID 3-13-70-2346E

- Technical Labor Services

CMAS Contract ID 3-12-70-2346F

- Axis



CMAS Contract ID 3-13-70-2346H

- Aerohive Networks
- Ruckus Networks
- Network Security Products / Services
- Network Systems



CMAS Contract ID 3-18-70-2346K

- APC products / services
- Tripp Lite products / services
- Network Systems
- Security products / services



CMAS Contract ID 3-18-70-2346M

- Extreme Networks products / services
- Network Systems
- Security products / services



GIGAKOM

GSA Schedule GS-35F-0143R

- APC
- Ergotron
- HP, HPE, HPi
- Lenovo
- NEC
- Sony
- Tripplite
- Xerox



GSA Schedule GS-35F-0349S

- Cisco Networking Communications
- Hewlett Packard Enterprise
- Hewlett Packard, Inc



WSCA NASPO Contract AR-233

- Cisco Networking Communications
- Cisco Maintenance
- Cisco Services
- Cisco Servers
- Cisco Software



WSCA Contract – HP

- HP ProLiant Hardware
- HP Blade Systems
- HP Storage Products
- HP Printer
- HP Personal Computer Hardware
- HP Services
- HP Accessories



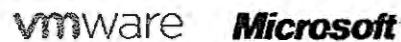
SPURR contract ID #SMC-ER-025

- ApplianSys CacheBox



Educational Licensing Agreements

- Microsoft
- VMWare



For further information on these contracts please contact your GigaKOM sales representative for terms, conditions and product pricing.

Contracts listed are for reference and referral. Contracts listed may be utilized at part or all of product and service fulfillment. No bid is considered to be under one or any of the above contracts unless specifically outlined within the purchase agreement and confirmed by both parties. Additional fees may be charged by the Government Agency in association with the contract. Please refer to terms of schedule.

7 Methodology for Providing Services

GigaKOM proposes the following phased approach for new component integration into your network. With this approach GigaKOM will define activities needed to successfully deploy and operate new system(s) and optimize performance during the lifecycle of the solution.



Phase approach includes:

1. Preparation and Response Phase
2. Assessment Phase
3. Implementation Phase
4. Operation and Optimization Phase

In Preparation and Response Phase, GigaKOM will respond to client's solution request based on requirements specified and propose a High Level Design and product to address client's needs.

Assessment Phase will determine if the existing system infrastructure, sites, and operational environment are able to support its proposed system.

During the Implementation Phase, GigaKOM will install the new technology into the client's network, ensuring it is integrated without disrupting the network or creating points of vulnerability.

During the Operation and Optimization Phase, GigaKOM will ensure that the newly implemented solution is operating efficiently and is highly available. GigaKOM, at client request, will propose a Maintenance support structure to help ensure that the client's networks are operating at peak performance, resolve problems quickly as they arise, and adapt the architecture, operation, and performance of the network to change.

Preparation and Response Phase:

In this phase GigaKOM will analyze client needs and identify and confirm the product in High Level Design Development. We will list all necessary parts numbers and any additional hardware that will be needed to deliver the solution. We will allocate key members of the team trained and certified in the technology (per client requirements).

Assessment Phase:

GigaKOM will prepare for your deployment with a comprehensive site assessment that evaluates the readiness of your current facilities infrastructure to support the new technology. GigaKOM will identify physical, environmental, electrical and procedural modification that should be made prior to implementation. As part of the assessment GigaKOM will provide Assessment Analysis documents for each of the below specified actions with findings and the mitigation plan with any potential costs.

Methodology for Assessment:

Site Readiness Assessment, We will prepare for your deployment with a comprehensive site assessment that evaluates the readiness of your current facilities infrastructure to support the new technology. You will identify physical, environmental, and electrical modifications that should be made prior to implementation.

There are three activities associated with the site readiness assessment service component.

- Prepare for a site readiness assessment
- Conduct a facility site(s) survey
- Perform a site assessment gap analysis.



The site readiness assessment service component assesses the ability of the client's site facilities to accommodate the new technology system. Following completion of the site survey, you will identify any gaps with site requirements specifications.

Network Readiness Assessment: GigaKOM will prepare for your solution deployment by assessing the readiness of your existing network infrastructure and determining any modifications that should be made prior to implementation. The modifications could include physical and logical configurations, solution capacity, quality of service (QoS), and solution resiliency, security, and integration with existing legacy platforms. The network readiness assessment service component assesses the client's existing network infrastructure and applications to verify its ability to support the proposed technology system. This service also analyzes the physical and logical configuration of the network and analyzes network design issues, such as scalability, Quality of Service, network resiliency and security, and the potential effects of integrating the proposed system with existing infrastructure.

Operations Readiness Assessment: GigaKOM will prepare for your technology solution deployment with a comprehensive assessment that evaluates the readiness of the people, processes, and tools in your current operations and network management infrastructure for both voice and data to support the new solution. The operations readiness assessment service component assesses the current state of clients' operations and network management infrastructure, including people, processes, and tools, to identify issues and opportunities for improvement.

In addition, the operations readiness assessment identifies issues pertinent to defining, monitoring, and maintaining the proposed system service-level requirements, which are measured through availability, capacity, and security metrics. It also identifies the client's support model and associated skills and knowledge requirements.

- GigaKOM will collect and verify information about current operations support infrastructure
- GigaKOM will identify client support model
- GigaKOM will identify skills and knowledge requirement to support new solution

Implementation Phase:

During the implementation phase, GigaKOM will install the new technology into the client's network, ensuring it is integrated without disrupting the network or creating points of vulnerability.

Steps for Implementation Phase

- Project Planning
- Kickoff
- Staging
- Deployment
 - Core Components Rollout
 - System Integration
 - System Migration (as requested per client)
- Training
- Closeout Documentation

Project Planning:

During project planning GigaKOM will develop the project management, escalation, and communication plans, and conduct an internal kick-off meeting.

Kickoff:



During implementation project kickoff GigaKOM will conduct the kickoff meeting with all parties involved in the deployment of system. At the meeting parties will review and confirm implementation milestones, roles, and responsibilities using a project plan, as well as review the escalation and communication plans to ensure everyone is on the same page, and share the plan for leading the project to a successful completion. The District will be provided access to an on-line portal with the ability to view and track the project as phases are planned and implemented.

Staging:

During staging, GigaKOM will stage the communications hardware and software to be installed in the client's network. GigaKOM will test the solution components in a non-production lab environment. After the successful completion of staging, the hardware delivered to the client site and made ready for the implementation phase.

Deployment:

- Core Component Rollout: During core product implementation, GigaKOM will install, configure, integrate, and test the solution components, providing an implemented, production- ready solution, making it available for the integration of existing users and services from existing infrastructure to the new solution.

- Legacy System Integration: The legacy systems as applicable will undergo an integration of the client's network solution components and requires the validation of integration options that are compatible with the new solution. GigaKOM will perform the test and integration between the systems.

Training:

GigaKOM will prepare and conduct end-user training and staff training. GigaKOM will give customized training to each user group according to the staff training plan and train end users only on those features they are allowed to use according to business policy.

Closeout Documentation:

During as built documentation, as the final stage of Implementation phase GigaKOM will compile documentation of the current system in an as built solution binder. In the binder, you will include logical and physical topology maps, IP schemes, serial numbers, application configurations, and legacy migration or integration configurations. Additionally, you will finalize network documentation that reflects as built information for the client, including specific design requirements and configurations.

- Compile documentation into a as built solution binder
 - o Logical and physical topology maps
 - o Dial plans
 - o Serial numbers
 - o Legacy configurations
 - o Application Configuration

Operation and Optimization phase:

During the operation phase, we will justify client network investment protection by ensuring that the newly implemented solution is operating efficiently and is highly available. During operations setup, we will set up the client to provide operational support to the network, including development of an operational support plan and an Ongoing Support Handoff Kit. Assisting the client in developing processes to manage the system in ongoing operations mode, including system administration and



backup, assessment management, and scheduled maintenance is another aspect of the operations setup.

- Develop an Operation Support Plan
- Assist the client in developing process to manage the system

Incident Management: During incident management, we will classify, prioritize, isolate, and resolve incidents and track and monitor incidents. Any required changes to the system are submitted to the formal change management process, and incidents are tracked and managed in a case management system. It is also important to manage real-time incidents with the system components via the incident-management process, which includes multiple levels of support that create and maintain the status of an incident through resolution and closure.

- Classify, prioritize, isolate and resolve incidents
 - Incidents are tracked and managed in case management system - Autotask
- Incident Management Steps:
1. Identify Incident
 2. Classify and prioritize the incident
 3. Isolate the incident
 4. Recover from incident outage
 5. Validate resolution
 6. Track and monitor progress
 7. Close the incident

Support Services

GigaKOM's delivery of Support Services is dependent on the services required and specified by the client. Based on the services requested, GigaKOM follows the standard Methodologies for delivering the types of services as defined below.

Support Services can include the following components:

- **Manufacture maintenance agreements**
 - Software Downloads, bug fixes, security patching and technical
 - Hardware replacement warranties
- **Hardware replacement time and materials funding pools.**
- **Labor based technical support**
 - On-site technical support
 - Remote technical support
 - Remediation of technical issues
 - Labor based maintenance of network components to insure equipment operates at manufacture and industry specified performance levels.
- **Cable plant repair, upkeep and maintenance**

Based on the requested services from the client, GigaKOM would be prepared to meet expected maintenance windows as specified by the school.

For Basic Maintenance involving GigaKOM technical support, we provide a 24x7 contact number as well as a web-portal for the reporting of troubles on a client network.

Manufacture maintenance agreements



GigaKOM has partnered with most network manufactures to provide warranty solutions where available to provide eligible maintenance agreements.

For Maintenance agreements, GigaKOM will work with the district to verify eligible equipment identification, validate warranty levels and any End-of-support issues. GigaKOM will procure the maintenance contract with the manufacture and insure warranty is provided under the District's name and copies of the contract will be provided to the district.

For ineligible components or services, including Hardware warranties, GigaKOM will identify such components to the District and provide the District options to procure these services outside of E-rate funding.

Hardware replacement time and materials funding pools.

Within E-Rate guidelines certain funding is available for time and materials repair and replacement for the maintenance and upkeep of eligible equipment. Where appropriate GigaKOM will work with District to identify the eligible equipment.

Labor Based Technical Support:

Labor based technical support solutions are available to provide On-site technical support, remote technical support, remediation of technical issues designed to maintain eligible network components to insure equipment operates at manufacture and industry specified performance levels.

Our Solutions provide:

- Access to qualified technical assistance
- Ongoing operating system software updates and upgrades
- Systems diagnostics and remediation on select devices
- On demand and scheduled on site technical support

To be scheduled with GigaKOM and the client, based on recommendations from GigaKOM, we provide solutions that include:

- Network Device Configuration Backup
- Scheduled Network Software Upgrades
- Network Device IOS and Enhancement Review
- Weekly Windows Server Security and Health Check
- Server Operating System and Security Patching

GigaKOM Standards for Performance

- Initial Engagement and Yearly Network Discovery and Mapping
- For all activity performed on a network, status reports of actions taken and tasks completed are provided.

Network Restoration Process

Client desires the support and restoration of Network down problems caused by E-rate eligible equipment or cable plant.

Description: The following activities will be done by the GigaKOM over the term of the project as services are required.

- 1) Receive incident or request notification from Client personnel. This notification will come from the Client personnel who receive and respond to the initial problem call from the end user, and



will only be forwarded to the GigaKOM technicians when it appears to be related to E-Rate eligible equipment.

- 2) Record all problem and request tickets in the GigaKOM ticket management system.
- 3) Perform "second level" incident and request handling using GigaKOM remote engineers. If necessary, we will dispatch a local GigaKOM field engineer. Additional engineers will be dispatched as needed to meet the service response requirement and will be dispatched immediately for more critical network down situations.
- 4) Provide "ownership to resolution" of GigaKOM handled incidents, report on the progress of problem resolution, confirm resolution of the incident with Client personnel, and log final resolution. Please note that in accordance with SLD guidelines, GigaKOM can provide eligible maintenance services as long as the equipment at issue is thought to be eligible. If the issue is determined to be caused by ineligible equipment, this will be reported back to Client personnel, and further work must be handled through Project Change Control.
- 5) Prioritize activities in accordance with documentation and procedural standards developed by GigaKOM and agreed to by Client.
- 6) Coordination and scheduling of GigaKOM resources.

Clients under a labor-based maintenance contract will be covered under the below Billing and Service Delivery Schedule unless specifically altered under contract.

BILLING AND SERVICE DELIVERY SCHEDULE

I Response Times:

GigaKOM provides for a 24 hour Client Service Center access number, as well as on-line trouble ticketing portal. For tickets opened via one of these methods GigaKOM will provide during standard working hours:

Response Times and Escalation Schedule

Priority	Description	Response Times	Escalation Policy	Billing Rate for Services
Critical (Priority 1)	Network down or critical impact to business operations. GigaKOM and end user will provide full-time resources to the situation resolution	1 Hour: Diagnostics begin 2 Hour: technician assigned Next Business Day or better: on-site dispatch if necessary	1 Hour: Service Supervisor 8 Hours Director of Operations 24Hours: President / CEO	Critical tickets are billed double rate with a minimum 2 hour billing. Standard labor terms apply
High (Priority 2)	Operations of a Network are severely degraded; client business operations are negatively impacted. GigaKOM and end user will commit	2 Hour: Diagnostics Begin 4 Hours: Technician assigned	4 Hour: Service Supervisor 24 Hours: Director of Operations 48 hours: President / CEO	High priority tickets are billed at a one and a half (1 ½) rate with minimum 2 hour billing. Standard labor terms apply.



	full-time resources during normal business hours to address situation.	Next Business Day on-site dispatch if necessary		
Medium / Normal (Priority 3)	Operational performance of the network is impaired. Business functions remain functional. GigaKOM and end user are willing to commit resources during standard business hours to restore service to satisfactory levels.	4 to 8 Hours: diagnostics and technician assigned On-site dispatch (if required) as scheduled with End User.	24 Hour: Service Supervisor 48 hours: Director of Operations 72 Hour: Department Manager	Billing rate as quoted. Standard labor terms apply.
Low (Priority 4)	Assistance or information requested. Typically product capabilities, installation or configuration issues.	8 Hour: Initial response.	72 Hours: Service Supervisor	Billing rate as quoted. Standard labor terms apply

(all times listed are based on standard working hours)

The clock starts on all issues once the support request has been added to our Autotask ticketing system

II Definitions:

The service priority Critical, High, Medium, or Low is set at the initiation of the ticket and remains at that level through completion

- Critical Priority is defined as a complete network down event or an event that has a critical impact to business operations. GigaKOM may assign multiple concurrent resources to critical events. The client may request the ticket to be assigned to this priority based on the client's business objectives.
- High Priority is defined as an event where operations of a network are severely degraded and business operations are negatively impacted. GigaKOM may assign multiple, concurrent resources to critical events. The client may request the ticket to be assigned to this priority based on the client's business objectives.
- Medium Priority is defined as an event that impairs the operational performance of the network, business operations remain functional but may be degraded. GigaKOM and the client are willing to commit resourced during normal business hours to restore service. Unless



otherwise requested by the client, this is the default level for all service tickets.

- Low Priority is defined as a general assistance or informational request. Network Performance degradation is negligible. This level of service is most commonly associated with initial installation or configurations tickets. The client may request the ticket to be assigned to this priority based on the client's business objectives.

III Standard Labor Terms

Travel:	Not billed unless specified in contract.
Standard: specified	All billing in 1/2 hour increments unless otherwise
Critical Priority:	2.0 x rate, 2 hour minimum billing
High Priority:	1.5x rate, 2 hour minimum billing
Overtime:	1.5 x rate, 1 hour minimum billing
Weekend:	1.5 x rate, 2 hour minimum billing
Holiday	2.0 x rate, 4 hour minimum billing

Coverage

Standard: 8:00am to 5:00pm Monday through Friday PST

Overtime: Monday through Friday 5:00pm to 8:00am the following day

Weekend: Friday 5:00pm to 8:00am Monday

Holiday: 5:00pm prior day to Holiday to 8:00am the day after the holiday

Holidays

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.

A fee of \$250 will be assessed for client cancellation of dispatched engineer, or client not being ready.

IV Billing Information

GigaKOM will invoice labor against the contract on a bi-weekly basis. Failure to pay invoices may lead to delays or suspension of GigaKOM services.

Hours used against a contract will be tracked by GigaKOM and will be available to client upon request. In certain instances GigaKOM may exceed the contracted hours in the delivery of service. GigaKOM will invoice any additional hours at the rate agreed to under the contract and will provide notice to the client when overages occur. Once identified, GigaKOM will work with client to establish a change order or new contract for continuing services.



V Responsibilities and Assumptions

- Client to provide access to systems and facilities to facilitate work.
- Client to provide GigaKOM with access to all equipment covered under this agreement. If such access is not provided, GigaKOM will have reduced or limited ability to address problems and provide resolution.
- Client to provide necessary user names and passwords where applicable.
- Client will identify at least one person to work with GigaKOM throughout the service request. This person will communicate with GigaKOM and provide information on a timely basis.
- For critical and high priority issues, client will provide an escalation / alternate contact to issue timely communications and resources.
- For critical priority issues, client is committed to working with GigaKOM on a 24-hour basis, if required, through problem resolution.
- Client is responsible for providing a contact who is knowledgeable to the technical aspects of the problem.
- Client to provide GigaKOM with a list of key personnel and contact information including after hours and escalations / approvals.
- Client is responsible for having vendor / manufacture service support agreements necessary to maintain, trouble shoot and repair hardware and software issues.
- Client will provide service provider account numbers, circuit ids, contacts and contract information where necessary to facilitate service delivery or resolution.
- Client to provide a list of all contract service agreements, contact names, contact numbers and contract numbers for all service agreements to be managed by GigaKOM.
- Client to provide any additional information required by GigaKOM.
- Client to provide all necessary supplies and accessories, attachments or other devices incidental to the service.
- Client is responsible for data, backups and / or migrations of data. GigaKOM is NOT responsible for the loss of client data during remediation or migration processes.
- Client is responsible for all necessary permits, licenses or authorities necessary for the provisioning of services.
- Client will be responsible for additional materials, equipment, or loaner materials costs necessary to facilitate problem resolution.
- GigaKOM engineers obey all traffic, travel, and safety regulations.

GigaKOM shall not be responsible for service or Service Level Agreement degradation delays due to the lack of client compliance with the above items.



8 Pricing

THIS SECTION IS PROPRIETARY AND CONFIDENTIAL

- Pricing is based on volume pricing and any changes may result in price change and additional shipping charges
- Project performance and payment bond might not be included in the price, if requested they will be added as a line item on the total awarded amount
- GigaKOM recommends at least 10% contingency for project for any unforeseen add, move and changes



GIGAKOM

3615 Kearny Villa Road,
Suite 201
San Diego, CA 92123
Phone: 916-755-6330 Fax:
858-565-2443



B8304YA - E22 -
Network Equipment

Number: 2228

Date: 12/04/2018

Bill To:
Tsugufumi Furuyama
Western Placer USD
600 Sixth Street, 4th Floor
Lincoln, CA 95648
Phone: (916)645-5175
Email:
tfuruyama@wpusd.k12.ca.us

Ship To:
Tsugufumi Furuyama
Western Placer USD
600 Sixth Street, 4th Floor
Lincoln, CA 95648
Phone: (916)645-5175
Email:
tfuruyama@wpusd.k12.ca.us

Item #	Mfr. Part	Product Image	Description	Price	Qty.	Extended
CREEKSIDE OAKS ELEMENTARY						
1	JL320A		Aruba 2930M 24G POE+ with 1 - Slot Switch* - 2 Layer Supported Mfr: Hewlett-Packard UNSPSC : 43222612	\$ 1,782.78	1	\$ 1,782.78
2	Taxes		Sales tax Mfr:	\$ 129.25	1	\$ 129.25
3	Shipping		Shipping Mfr:	\$ 12.05	1	\$ 12.05
4	Creekside Installation		This labor is for configuration and installation of listed devices. Excludes replacement cabling, lift rental, any required permits, analytics, or post-installation support). Mfr:	\$ 250.83	1	\$ 250.83
Group Total						\$ 2,174.91
FOSKETT RANCH ELEMENTARY						
5	JL320A		Aruba 2930M 24G POE+ with 1 - Slot Switch* - 2 Layer Supported Mfr: Hewlett-Packard UNSPSC : 43222612	\$ 1,782.78	1	\$ 1,782.78

**GIGAKOM**

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Phone: 916-755-6330 Fax:
858-565-2443



B8304YA - E22 -
Network Equipment

Number: 2228

Date: 12/04/2018

6 Taxes	Sales tax Mfr:	\$ 129.25	1	\$ 129.25
7 Shipping	Shipping Mfr:	\$ 12.05	1	\$ 12.05
8 Foskett Installation	This labor is for configuration and installation of listed devices. Excludes replacement cabling, lift rental, any required permits, analytics, or post- installation support). Mfr:	\$ 250.83	1	\$ 250.83
Group Total				\$ 2,174.91

LINCOLN CROSSING ELEMENTARY

9 JL320A	 Aruba 2930M 24G POE+ with 1 - Slot Switch* - 2 Layer Supported Mfr: Hewlett-Packard UNSPSC : 43222612	\$ 1,782.78	1	\$ 1,782.78
10 JL322A	 Aruba 2930M 48G POE+ 1-Slot Switch - 1 Expansion Slot, 48 x Gigabit Ethernet Network - Twisted Pair - Modular - 2 Layer Supported Mfr: Hewlett-Packard UNSPSC : 43222612	\$ 3,276.66	2	\$ 6,553.32
11 Taxes	Sales tax Mfr:	\$ 604.37	1	\$ 604.37
12 Lincoln Elementary Installation	This labor is for configuration and installation of listed devices. Excludes replacement cabling, lift rental, any required permits, analytics, or post- installation support). Mfr:	\$ 444.68	1	\$ 444.68
Group Total				\$ 9,385.15

LINCOLN HIGH

13 JL320A	 Aruba 2930M 24G POE+ with 1 - Slot Switch* - 2 Layer Supported Mfr: Hewlett-Packard UNSPSC : 43222612	\$ 1,782.78	6	\$ 10,696.68
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**GIGAKOM**

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B8304YA - E22 -
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Number: 2228

Date: 12/04/2018

14	J9822A		HP 5412R z12 Switch - Manageable - 12 x Expansion Slots - Modular - 3 Layer Supported - 7U High - Rack-mountableLifetime Limited Warranty Mfr: Hewlett-Packard UNSPSC : 43222612	\$ 2,387.02	1	\$ 2,387.02
15	J9829A#ABA		HP 5400R 1100W PoE+ z12 Power Supply - 1.10 kW - 120 V AC, 230 V AC - REACH Compliance Mfr: Hewlett-Packard UNSPSC : 39121004	\$ 635.43	2	\$ 1,270.86
16	J9986A		HP 5400R 24-port 10/100/1000BASE-T PoE+ with MACsec v3 z12 Module - For Data Networking 24 RJ-45 1000Base-T LAN - Twisted PairGigabit Ethernet - 1000Base-T - 1 Gbit/s Mfr: Hewlett-Packard UNSPSC : 43222612	\$ 1,860.35	8	\$ 14,882.80
17	J9993A		HPE 8 Ports 1G/10GbE SFP+ MACsec v3 z12 - For Data Networking, Optical NetworkOptical FiberGigabit Ethernet, 10 Gigabit Ethernet - 10GBase-X - 10 Gbit/s - 8 x Expansion Slots - SFP+ Mfr: Hewlett-Packard UNSPSC : 43222612	\$ 2,481.12	2	\$ 4,962.24
18	J9537A		HP Expansion Module - 24 x SFP 24 x Expansion Slots Mfr: Hewlett-Packard UNSPSC : 43201404	\$ 2,023.65	2	\$ 4,047.30
19	Taxes		Sales tax Mfr:	\$ 2,772.90	1	\$ 2,772.90
20	Lincoln High School Installation		This labor is for configuration and installation of listed devices. Excludes replacement cabling, lift rental, any required permits, analytics, or post-installation support). Mfr:	\$ 1,132.66	1	\$ 1,132.66
				Group Total		\$ 42,152.46
PHOENIX HIGH						
21	JL320A		Aruba 2930M 24G POE+ with 1 - Slot Switch* - 2 Layer Supported Mfr: Hewlett-Packard UNSPSC : 43222612	\$ 1,782.78	1	\$ 1,782.78

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858-565-2443



B8304YA - E22 -
Network Equipment

Number: 2228

Date: 12/04/2018

22 Taxes	Sales tax Mfr:	\$ 129.25	1	\$ 129.25
23 Shipping	Shipping Mfr:	\$ 12.05	1	\$ 12.05
24 Phoenix Installation	This labor is for configuration and installation of listed devices. Excludes replacement cabling, lift rental, any required permits, analytics, or post- installation support). Mfr:	\$ 250.83	1	\$ 250.83
Group Total				\$ 2,174.91

TWELVE BRIDGES ELEMENTARY

25 JL320A	 Aruba 2930M 24G POE+ with 1 - Slot Switch* - 2 Layer Supported Mfr: Hewlett-Packard UNSPSC : 43222612	\$ 1,782.78	1	\$ 1,782.78
26 JL322A	 Aruba 2930M 48G POE+ 1-Slot Switch - 1 Expansion Slot, 48 x Gigabit Ethernet Network - Twisted Pair - Modular - 2 Layer Supported Mfr: Hewlett-Packard UNSPSC : 43222612	\$ 3,276.66	2	\$ 6,553.32
27 Taxes	Sales tax Mfr:	\$ 604.37	1	\$ 604.37
28 Twelve Bridges Elementary Installation	This labor is for configuration and installation of listed devices. Excludes replacement cabling, lift rental, any required permits, analytics, or post- installation support). Mfr:	\$ 444.68	1	\$ 444.68
Group Total				\$ 9,385.15

TWELVE BRIDGES MIDDLE

29 JL320A	 Aruba 2930M 24G POE+ with 1 - Slot Switch* - 2 Layer Supported Mfr: Hewlett-Packard UNSPSC : 43222612	\$ 1,782.78	4	\$ 7,131.12
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Number: 2228

Date: 12/04/2018

30 Taxes	Sales tax Mfr:	\$ 517.01	1	\$ 517.01
31 Twelve Bridges Middle Installation	This labor is for configuration and installation of listed devices. Excludes replacement cabling, lift rental, any required permits, analytics, or post- installation support). Mfr:	\$ 440.79	1	\$ 440.79

Group Total \$ 8,088.92

31 item(s)

Sub-Total \$ 75,536.41

Tax @ 0% \$ 0.00

Freight \$ 0.00

Total \$ 75,536.41

Payment Details

Pay by: Cash On Delivery
Payment Term Due upon Receipt

Shipping and Delivery Details

Shipping via: UPS Ground

Terms	and	Conditions
SPIN: 143027209, FCC # 0011991395, Certified Small Business - Micro # 40936,DIR Registration: 1000003984		
1. All areas of Hand holes/ maintenance holes and conduit pathways must be provided and accessible at time of work.		
2. Work shall be performed during normal business hours unless specified in the contact SOV. Additional charges for after hour / holiday work might apply		
3. Parking on site shall be provided by client at no cost to GigaKOM.		
4. Client will provide free and clear access to all working areas.		
5. An onsite contact and access must be provided to GigaKOM prior to job site arrival.		
6. Any down time resulting from the lack of access or client required information, equipment is not the responsibility of GigaKOM and is billable.		
7. A \$250 fee will be billed to client for missed appointment, or site not ready for installation.		
Terms and Conditions: https://goo.gl/1439PS		

Labor Billing and SLA: <https://goo.gl/AmM4YG>

The price set forth above is a good faith estimate based on the information received through the date of this Estimate and may change based on updated information. Any price changes shall be communicated to customer through a revised Estimate. This Estimate is valid for 30 days from the day of issue. GigaKOM WILL BILL IN PROGRESS INVOICES. HARDWARE AND SOFTWARE WILL BE BILLED UPON ARRIVAL on customer site or at GigaKOM whichever occurs first. Additional training or Professional Services can be provided at our standard rates. Shipping charged may apply to all orders. Shipping Charges are estimates and will be billed at actual amount if higher. Payment Details Past due amounts subject to finance charges* Customer shall reimburse all costs incurred in collecting past due amounts* See GigaKOM Standard Terms and Conditions.

For Clients that utilize USAC SLD funding, GigaKOM will, based on agreement, invoice SLD for discounted portion. In case SLD denies payment or SLD does not pay within 90 days, Client will be responsible for full amount. Thank you for your business

Prepared by: **Brett Hebert**

Email: bretthebert@gigakom.com

Phone: 916-755-6330

HQ: 3615 Kearny Villa Road, Suite 201 | San Diego, CA 92123 | Phone: 858-769-5408 | Fax: 858-565-2453



9 Universal Service Program Restrictions and Invoicing

The Universal Service program has a number of restrictions on the use of the funds in order to collect discounts. The following restrictions are required for the district to receive the discounts on these services.

- Services and / or products will be limited to only those dealing with technical support of telecommunications and internal connections as specified in the latest version of FCC Document CC Docket No. 96—45 Schools and Libraries Eligibility List. Or the latest rules posted on the SLD web site (<http://www.sl.universalservice.org>). Any services and / or products not covered on the eligibility list must be covered under a separate contract and invoice.
- The services and / or products for which support is sought must be the delivery of services to the classrooms or other places of instruction at schools and libraries that meet the statutory definition of an eligible institution. Discounts are not available for internal connections in non-instructional buildings of a school or school district, or in administrative buildings of a library, to the extent that a library system has separate administrative buildings, unless those internal connections are essential for the effective transport of information to an instructional building of a school or to a non-administrative building of a library. 47 C.F.R. § 54.506
- All services / products must be performed / supplied during the respective E-Rate funding year.
- GigaKOM is experienced, competent and complies with all USAC and SLD policies, programs and requirements for invoicing and billing.

10 Special Notes and Conditions

Unless otherwise specified within the client bid or RFP, all implementations are based on a single deployment and installation. Additionally, it is assumed that all work and facilities will be done and available during normal working hours. Should multiple deployments be required, or sites and facilities not be available, additional fees may be applied.

GENERAL EXCLUSIONS

- Unless identified previously within the scope of work, this proposal is not inclusive of fire penetration sleeves, conduit, concrete cores and/or roof penetrations. If required for installation, additional charges will apply.
- Unless identified previously within the scope of work, GigaKOM will install racks in specified locations and in the appropriate manner. Additional charges will apply if the location is not structurally compliant with the installation requested and facilities work is needed.
- Unless identified previously within the scope of work, all existing conduit is expected to be free and clear of debris with an appropriate pull string provided. Additional charges will apply for debris removal or the fishing of conduit.
- Unless identified previously within the scope of work, this proposal is not inclusive of the removal and replacement of furniture during the installation, additional charges will apply, if necessary.
- Unless identified previously within the scope of work, this proposal is based upon normal working hours and does not include weekend or overtime. If weekend or overtime hours are required for this project, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of a Lift rental. If a Lift is required, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of additional labor time required for clean room environments. If clean room environments require special clothing, cleaning of tools, etc, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of installing horizontal cable in a "sequential-by-building" fashion. If a "sequential-by-building" installation is required, this must be identified prior to cable installation and will require additional charges.



- Unless identified previously within the scope of work, this proposal is not inclusive of any voice or data cross-connects and/or patch cord installation. If cross-connects and/or patch cords are to be installed by GigaKOM, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of any and all plywood backboards within each closet. If plywood backboards are required, additional charges will apply.
- Unless identified previously within the scope of work, cost associated with parking is not included within this proposal. If parking fees are required during the installation, additional charges will apply.
- Unless identified previously within the scope of work, cost associated with securing material on site is not included within this proposal. If adequate secured storage is not able to be provided by the Client, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is based upon utilizing onsite trash receptacles for removal of trash debris. If trash receptacles are not made available, additional charges will apply.
- This proposal requires a minimum 2 weeks notice of installation for any and all modular furniture installed during this project. Additional charges may apply if notice of less than 2 weeks is provided.
- Unless identified previously within the scope of work, this proposal is based upon the Client providing all necessary Ring and String or Conduit necessary for each work station location. Additional charges will apply to each location requiring GigaKOM to provide ring and string or conduit.
- Unless identified previously within the scope of work, this proposal is not inclusive of GigaKOM providing temporary power or sanitary facilities. Additional charges will apply if required.
- Unless identified previously within the scope of work, this proposal is not inclusive of removing any and all existing cable or cable supports. Additional charges will apply if required.
- Telephone Vendor will be responsible for labeling any and all patch panels related to voice circuit extensions. GigaKOM will provide said Telephone Vendor with a Cut-Sheet for each cable location.
- A 25% restock fee will be charged for all returned items. Special order items are non-returnable.
- GigaKOM has several blanket endorsements included in its insurance policies. If separate endorsements are required, additional charges may apply.
- Parking on site shall be provided by client at no cost to GigaKOM
- A \$250 fee will be billed to client for missed appointment, or site not ready for installation

Terms and Conditions

GigaKOM STANDARD TERMS AND CONDITIONS:

LABOR PAYMENT TERMS: Invoices shall be submitted weekly. Invoices are due and payable when submitted. A late payment charge of 1-1/2% per month (18% annually) may be applied to amounts outstanding ten days (10) days after the date of the statement.

EQUIPMENT PAYMENT TERMS: All payments are due upon receipt. For new accounts payments in full prior to shipping. Client agrees to pay finance charge on all over due balances.

INTEREST: If payment is not received by GigaKOM within 15 calendar days of the invoice date, the Client shall pay us interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is greater) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

TAXES: Prices shown may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or here after imposed upon sales or shipments shall be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption.

COLLECTION COSTS: In the event legal action is necessary to enforce the payment provisions of this Agreement, GigaKOM shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by GigaKOM in connection therewith and, in addition, the reasonable value of GigaKOM time and expenses spent in connection with such collection action, computed at GigaKOM prevailing fee schedule and expense policies.

SUSPENSION OF SERVICES: If the Client fails to make payments when due or otherwise is in breach of this Agreement, GigaKOM may suspend performance of services upon five (5) calendar days notice to the Client. GigaKOM shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

TERMINATION OF SERVICES: If the Client fails to make payment to GigaKOM in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by GigaKOM.

SET-OFF, BACKCHARGES DISCOUNTS: Payment of invoices is in no case subject to unilateral discounting or set-off by the Client, and payment is due regardless of suspension or termination of this Agreement by either party.



RISK OF LOSS OR DAMAGE: GigaKOM shall assume the risk of loss of, or damage to equipment and materials purchased hereunder until a carrier has received the shipment pursuant to a bill of lading (f.o.b. ship point), at which time the client assumes such risk.

MUTUAL INDEMNITY AND INSURANCE: Each party shall be responsible for, and hold the other party harmless from, any loss sustained by such party relating to death, bodily injury, or damage to tangible physical property which is caused by the negligent acts or omissions of that party's agents or employees. GigaKOM shall maintain, at all relevant times hereto, liability insurance coverage for bodily injury, death, and property damage in an amount no less than One Million Dollars (\$1,000,000.00).

BOND: If required, GigaKOM shall furnish Client, in a form satisfactory to Client, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Client, in the amount requested by client. Cost of such bonds to be paid directly by Client.

ARBITRATION: All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, who shall also act as the arbitrators hereto. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable California law. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall it be made after substantial completion of the project for which this Contract is awarded. The forum for disputes hereunder shall be at American Arbitration Association in San Diego County, California.

LIABILITY: GigaKOM shall not, in any event be liable to client for incidental, consequential, or special damages claimed, including without limitation, lost business, lost profit or unavailability of all or part of any system.

WARRANTY (Limited): GigaKOM warrants the products installed under this agreement against defects in material and workmanship from a period of one year from project completion. GigaKOM shall repair or replace defective product during the warranty period with new or like new parts. Returned product becomes the property of GigaKOM when replaced. This warranty is void if installed product is abused, misused or altered. This warranty is exclusive and is Client's only remedy. Without limiting the generality of the foregoing limitations and disclaimers, while a system is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, GigaKOM cannot control how the system and its components are used and, accordingly, GigaKOM does not warrant or represent, expressly or implicitly, that use of any software, licensed materials derived there from, will comply and conform to the requirements of Federal, State and or Local statutes, ordinances and laws, or that the use of the system will not violate the privacy rights of the third parties. You shall be solely responsible for using the system you the system in full compliance with applicable law and the rights of third parties. Further, regardless of any prior statements, representations, or course of dealings by any GigaKOM representatives, GigaKOM does not warrant or represent, expressly or implicitly, that any software, licensed materials, or use of any of the same will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, damage to property due to the discharge of a firearm or other weapon; in all cases detect and plot the location of all firearm discharges within the designated coverage area; the supplied network will remain in operation at all times or under all conditions, any and all warranties, express or implied, of fitness for high risk purposes requiring fail safe performance are hereby expressly disclaimed. You and GigaKOM each acknowledge and agree that the software, license materials, and the system are not consumer goods, and are not intended for sale to or use by or for personal, family or household use.

OWNERSHIP: GigaKOM shall retain ownership of all materials supplied until final payment for same is received. GigaKOM may retrieve from the Client's premises any material supplied where payment has not been tendered. The California Commercial Code shall govern this sale and this order shall not be assignable, and shall bind the representative and successors in interest of the parties.

LIENS: Seller may file a lien within 90 days after furnishing labor, materials, or services to a project as long as preliminary lien notice is sent to Buyer under the provisions of the Construction Lien Law of the state where services are rendered. The lien notice is no way intended to reflect the financial stability of the Buyer, but simply advises the Buyer of Seller's rights to file the lien if required.

RETURNS: Credit may be allowed for goods returned with prior approval and a confirmed return authorization form. A deduction will be made from any credit issued to cover the reasonable cost of handling and restocking charges.

DELAYS: Seller is not responsible for delays in delivery or installation occasioned by acts of God or other circumstances over which the Seller has no control.

MISCELLANEOUS: This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the State of California.



11 References

Below is an abbreviated list of similar support provided to K-12 clients

National School District

Joe Ferris, IT Supervisor, +1 (619) 336-7783, joe.ferris@national.k12.ca.us

- Provided services including network design, network architecture, project management and complete network maintenance services. Projects have included:
- Designed and installation of a central data center at the district office to support the school district, including facilities infrastructure; rack and cabinet work; cabling for entire Data Center and District Office, fiber optics for backbone; server hardware installation and configuration; operating system deployment, and virtualization services.
- Completed project to configure, install and implement Cisco, HPE equipment network upgrade District Wide
- Provided complete network forklift to install Cisco based network including routing, and switching for entire district.
- On completed multiple projects for hardware and software implementations for server upgrades
- Provided multiple years of complete network basic maintenance including hardware warranties, equipment management including IOS, security and patching, technical labor support and engineering services. Network support encompasses networking hardware, server support, cable plant and power systems.

"Excellent and timely client service, willingness to go the "extra mile" under difficult circumstances and outstanding knowledge base and experience".

"I highly recommend (GigaKOM) as a strategic partner, who values integrity, honesty and excellence."

National School District

Calexico Unified School District

Eduardo Perez, Director of IT, +1 (760) 768-3886, eduardop@calexico.k12.ca.us

- Designed and installation of a central Data Center at the district office to support the school district, including facilities infrastructure; rack and cabinet work; cabling to Access Points and backbone fiber cabling; server hardware installation and configuration; operating system deployment, and virtualization services
- Implemented Microsoft Active Directory Environment District Wide with Radius authentication for remote devices, and Microsoft Exchange environment
- Entire Network upgrade including over 60 servers, 250 switches, core routing and firewall services. Included design, project management, installation, configuration and on-going maintenance support.
- Provided multi-vendor network upgrade to include Cisco and HPE equipment to support a ShoreTel voice deployment.
- Cabling infrastructure design, installation, modifications and support.
- Completed project to upgrade old Wireless infrastructure network from Autonomous access point configuration to cloud based, multi-location network with Active Directory authentication
- Provided multiple years of complete network basic maintenance including hardware warranties, equipment management including IOS, security and patching, technical labor support and engineering services. Network support encompasses networking hardware, server support, cable plant and power systems. Other E-RATE eligible services



San Pasqual Valley Unified School District

Kish Curtis, Business Director, +1 (760) 572-2222 x2092, kcurtis@spvUSD.org

- District-wide Cisco Hosted VoIP HCS VOIP Deployment – 800 + seats, network architecture design to support new VoIP system
- Redesign and deploy new Wireless Infrastructure with cloud- based solution
- Cabling for all site including fiber backbone, cabling to Access Points and classrooms
- Initial WAN and LAN design and deployment with ongoing support.
- HPE switch deployment and support District wide overhaul – both Access and Core deployments
- Provided multiple years of complete network basic maintenance including hardware warranties, equipment management including IOS, security and patching, technical labor support and engineering services. Network support encompasses networking hardware, server support, cable plant and power systems.

Holtville Unified School District

Mitchell Drye, IT Supervisor, +1 (760) 356-2974, mdrye@holtville.k12.ca.us

- Completed multiple rounds of network upgrades for switching and routing District Wide
- Designed, configured and installed complete Cisco Voice Over IP (VOIP) deployment for 5 locations. Provided ongoing maintenance and support.
- Cabling Architecture and Installation for WAN and LAN systems, including fiber optics backbone and cabling to classrooms

Arts in Action Charter

Stephanie Conde, Director, +1 (323) 266-4371, stephaniec@artsinactioncharter.org

- Initial WAN and LAN design and deployment
- Cabling project to Access Points and classrooms
- Wireless deployment and support
- HPE switch deployment and support School wide
- Provided multiple years of complete network basic maintenance including hardware warranties, equipment management including IOS, security and patching, technical labor support and engineering services. Network support encompasses networking hardware, server support, cable plant and power systems.

Merced County Office of Education

Dick Chai, Network Manager, +1(209) 381-6699

- Network maintenance services
- Network hardware design and deployment
- Support for multiple agencies

Tulare County Office of Education

Kevin Matteson, Network Services Manager, kevinm@tcoe.k12.ca.us

- Network maintenance services
- Network hardware design and deployment
- Support for multiple agencies

Mountain View School District

Andres Antilles, IT Support Services, +1 (626) 652-4027, aantilles@mtview.k12.ca.us

- District-wide hosted VOIP Cisco HCS Hosted VoIP deployment- over 1200+ seats
- Network maintenance services
- Network hardware design and deployment District Wide
- Active Directory implementation District wide including Microsoft Exchange
- Wireless installation and configuration to new cloud based solution



National School District
1500 N Avenue National City, CA. 91950



August 7th, 2018

Andrey Komatina
GigakOM
3615 Kearny Villa Road
Suite 201
San Diego, CA. 92123

Dear Andrey Komatina,

On behalf of the National School District, we would like to take this opportunity to thank you and your entire staff for the excellent job you have done in providing support for our Cisco products through your CareKOM maintenance program and MonKOM network monitoring solution.

Your project managers and engineers have worked tirelessly to provide our students and staff with a solution that meets our immediate needs and will also grow with our future requirements. Your response times have been stellar and the GigakOM team has always exhibited consistent, excellent customer service over the years. Greg Argendeli, Sasha Krstich and the rest of your team are extremely knowledgeable and always a pleasure to work with.

Thank you again for the professionalism and the expertise you have brought to our district, staff and students. You have proved to be a valuable partner to the National School District and we look forward to many more successful years in partnership.

Sincerely,

Joe Farris

NSD Technology Services Supervisor



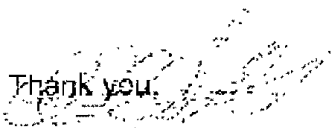


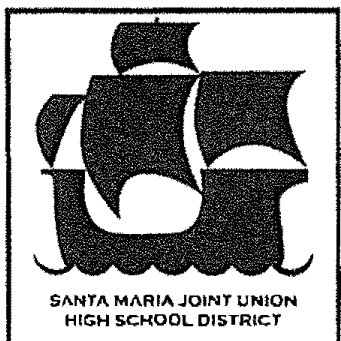
August 7, 2018

The Calexico Unified School District would like to thank you for the service you provided on the Aerohive Access Points project. The district-wide project was successful and completed within a timely manner. GIGAKOM was responsive throughout the project. Employees were always extremely professional in their communications with the district.

GIGAKOM has done a very good job and I would be happy to recommend your services to other organizations.

Thank you,


Eduardo Perez



From: Lazaro Sanchez
Date: August 29, 2018

GigaKOM was an excellent company to team up with, our school district had a strict requirement for e-rate purchases. GigaKOM's sales team understood our needs and went above and beyond to acquire our core equipment. GigaKom's install team composed of Chi and Sasha was greatly balanced. Their work was energizing and they were extremely motivated, personally committed to the job. During their three-day stint at SMJUHS they worked long hours and made strides every day. Working with their team was an optimal experience, their dedication and promptness was refreshing. They were very knowledgeable in their field and able to conform to our needs. Thank you guys!

Thanks,

Lazaro Sanchez
Computer Network Tech II
Service

Request help@smjuhsd.org

Santa Maria Joint Union High School District • 2560 Skyway Dr. • Santa Maria • 93454 • CA



12 Appendices

- Contractor's License
- Summary of Insurance
- Small Business Certification
- CMAS Contracts -details at <https://goo.gl/XaDLCC>
- FCC Green Light Status



Contractor's License Detail for License # 910431



DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations. [\(hide/show disclaimer\)](#)

- ✦ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- ✦ Per [B&P 7071.17](#), only construction related civil judgments reported to the CSLB are disclosed.
- ✦ Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- ✦ Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

GIGAKOM
3615 KEARNY VILLA ROAD_201
SAN DIEGO, CA 92123
Business Phone Number(ESB) 769-5408

Entity Corporation
Issue Date 02/08/2008
Expire Date 02/29/2020

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-7 - LOW VOLTAGE SYSTEMS



DATE (MM/DD/YYYY)
3/12/2018

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

ALLIANT INSURANCE SERVICES INC/PHS 165781 P: (866) 467-8730 F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME PHONE FAX NO. (866) 467-8730 FAX NO. (888) 443-6112 E-MAIL ADDRESS														
INSURED GIGAKOM, INC. 3615 KEARNY VILLA RD STE 201 SAN DIEGO CA 92123	<table border="1"> <thead> <tr> <th>INSURED NAME AT FIRST DATE OF MESSAGE</th> <th>NAME</th> </tr> </thead> <tbody> <tr> <td>INSURED A: SENTINEL LBS CO LTD</td> <td></td> </tr> <tr> <td>INSURED B: EARL OF ASSOCIATES/STOCKING CO</td> <td></td> </tr> <tr> <td>INSURED C: HOFFMAN LAB CO OF THE MIDWEST</td> <td></td> </tr> <tr> <td>INSURED D:</td> <td></td> </tr> <tr> <td>INSURED E:</td> <td></td> </tr> <tr> <td>INSURED F:</td> <td></td> </tr> </tbody> </table>	INSURED NAME AT FIRST DATE OF MESSAGE	NAME	INSURED A: SENTINEL LBS CO LTD		INSURED B: EARL OF ASSOCIATES/STOCKING CO		INSURED C: HOFFMAN LAB CO OF THE MIDWEST		INSURED D:		INSURED E:		INSURED F:	
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INSURED C: HOFFMAN LAB CO OF THE MIDWEST															
INSURED D:															
INSURED E:															
INSURED F:															

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

INSR L/TB	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	72 96A 101038	04/01/2016	04/01/2016	EACH OCCURRENCE \$2,000,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED VEHICLES (Per occurrence)
	General Liab				\$1,000,000
	GEN'L AGGREGATE LIMIT FATHNES PER POLICY <input type="checkbox"/> MED <input checked="" type="checkbox"/> LOC OTHER				\$10,000 \$2,000,000 \$4,000,000 \$4,000,000
B	AUTOMOBILE LIABILITY	72 96C 187012	04/01/2016	04/01/2016	DAMAGE TO SINGLE LIMIT (Per accident)
	<input checked="" type="checkbox"/> ANY AUTO				\$1,000,000
	OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> INTENTIONS				\$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	72 96D 080106	04/01/2016	04/01/2016	EACH OCCURRENCE
	ANY PROPERTY OR PERSONS IN OCCUPATION OF PREMISES EXCLUDED BY (Standard in NR)				AGGREGATE
					\$
					\$
	DESCRIPTION OF OPERATIONS below				X PER STATUTE <input type="checkbox"/> LIMIT \$N
					F.I. EACH ACCIDENT
					\$1,000,000
					E1 DISEASE - CARCINOLOGY
					\$1,000,000
					E1 DISEASE - MORTUITY LIMIT
					\$1,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

GigaKOM
3615 KEARNY VILLA RD
SAN DIEGO, CA 92123

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



Supplier Profile



DGS

State of California Certification

Certification ID: 40936

Legal Business Name

GIGAKOM

Doing Business As (DBA) Name 1

GIGAKOM

Doing Business As (DBA) Name 2

Office Phone Number

858/769-5408

Business Fax Number

858/769-5408

Business Web Address

Address

3615 Kearny Villa Road

Suite 201

SAN DIEGO

CA 92123

Email

govplace@gigakom.com

Total No. of Employees

12

Business Types

Service

Notification Preference

Email

Service Areas

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba

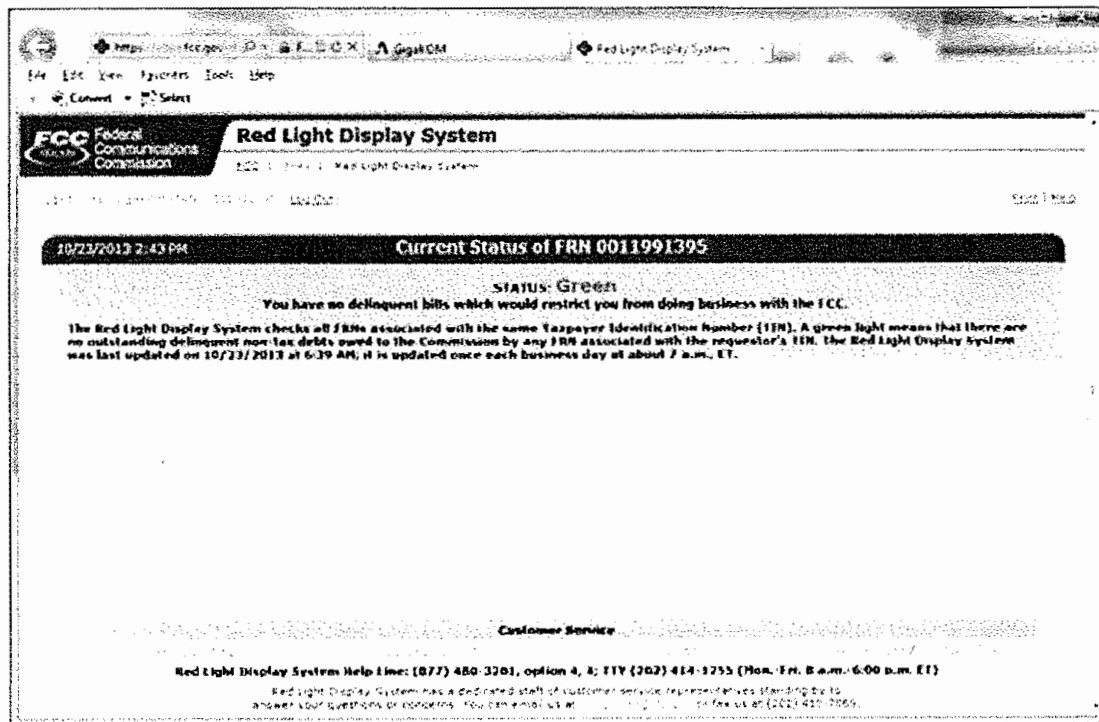
[View Keywords](#)

[View Classifications](#)

Active Certifications

?

Certification Type	Status	From	To
SE	Approved	08/13/2018	06/31/2020



WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Low Bidder for District-wide Wireless Equipment - E-Rate Year 2019 (Year 22)

AGENDA ITEM AREA:

Action

REQUESTED BY:

Audrey Kilpatrick, 
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

E-Rate Funds

MEETING DATE:

January 15, 2019

ROLL CALL REQUIRED:

No

The District is required to advertise for wireless equipment on the District website if E-rate discounts are sought. A request for proposal (RFP) covering wireless equipment was posted to the District website and advertised in the local newspaper as required under E-rate requirements. All proposals were due to the district by December 5, 2018.

Five companies submitted an RFP. All proposals met the RFP requirements. DecoTech Systems Inc. was the lowest bidder of qualified bidders at \$18,187.51. The bid amounts were requested without installation costs. The E-Rate Bid Assessment Worksheet, Decotech System's proposal, District RFP 2019-107, Letter of Agreement and other required documents are included for review.

RECOMMENDATION:

Administration recommends Board approve the Letter of Agreement with DecoTech Systems Inc. for wireless equipment for the District. Board approval only allows staff to file the proper E-rate forms but in no way commits the District to following through with the project should E-rate funding not materialize. This contract is contingent upon final approval of E-Rate funding.

2019 (YR22)
470 Application Number RFP2019-107 Yr 22 I/C
Reviewed December 7, 2018

Notes:
* Percentage weights must add up to 100%. Price must be weighted the heaviest.
** Evaluated on a scale of 1 to 5; 1=worst, 5=best. Max score of 500
*** Weight x Raw Score

Vendor Scoring (use additional worksheets if necessary)

Wireless Equipment RFP2019-107														
Selection Criteria		Weight*	Gigamon		RTI		Decotech Systems		SmartWave Technology		Vanden Bos Electric			
			Raw Score**	Weighted Score**	Raw Score**	Weighted Score**	Raw Score**	Weighted Score**	Raw Score**	Weighted Score**	Raw Score**	Weighted Score**		
Price	30		4	120	3	90	5	150	2	60	1	30		0
Experience of the Bidder	25		4	100	1	25	5	125	1	25	1	25		0
References of equal service	20		5	100	1	20	4	80	3	60	1	20		0
Conformance with Proposal	25		5	125	5	125	5	125	5	125	5	125		0
		100.00	445		260		480		270		200		0	

Bid reviewed by:
Tsugutomi Furuyama
Director of Technology
916-645-5175



Response to RFP: 2019-107

**Wireless Equipment
E-RATE YR 22**

***Western Placer Unified School District
District Office
600 Sixth Street, 4th Floor
Lincoln, CA 95648
Phone: (916) 645-5175***

Proposal Submitted By



1180 Mt. Diablo Boulevard
Walnut Creek, CA 94596
T: (925) 954-1520
F: (925) 954-1521

Original

November 30, 2018

Western Placer Unified School District
District Office
600 Sixth Street, 4th Floor
Lincoln, CA 95648

Subject: Response to Request for Proposal
Wireless Equipment, Project #2019-107
Western Placer Unified School District

DecoTech is pleased to provide our response to the Western Placer Unified School District RFP for Wireless Equipment within the District. DecoTech specializes in technology infrastructure for education institutions in Northern California.

We have extensive experience in K-12 technology systems, including network infrastructure, campus WiFi, servers & storage, audio/visual, video surveillance, and UPS & power systems. In addition to being an IT Systems Integrator, DecoTech is a California licensed general and electrical contractor, and is able to assist school Districts in all aspects of information technology infrastructure, without the use of sub-contractors. Our E-rate SPIN # is 143012505.

As this RFP is to furnish equipment only, without any installation, this cover letter also serves as our proposal narrative. DecoTech is an authorized Ruckus Top Dog reseller. All product ships with the full manufacturer provided warranty and can be delivered within 2 weeks of the Notice to Proceed.

We appreciate this opportunity to respond to the RFP. Please let me know if you need any additional information or have any questions. We are available to meet with you at your convenience to discuss our proposal in detail.

Sincerely,



David Dickstein
President, CTS, RCDD



**WESTERN PLACER
UNIFIED SCHOOL DISTRICT**

Board of Trustees: Paul Long
Brian Haley
Paul Carras
Kris Wyatt
Damian Armitage

Superintendent: Scott Leaman

Letter of Agreement - RFP 2019-107

Pursuant to the terms of Western Placer Unified School District's RFP # 2019-107 for Network Equipment, (Name of Company) DecoTech Systems, Inc.'s response to RFP #2019-107 dated (mm/dd/yyyy) 11/30/2018, (Name of Company) DecoTech Systems, Inc. will provide the equipment and services per RFP # 2019-107 effective the date of issuance of Western Placer Unified School District Purchase Order(s).

(Name of Company) DecoTech Systems, Inc. and Western Placer Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Western Placer Unified School District for E-Rate Year 2019 (Year 22), and Western Placer Unified School District Board of Education approval.

The Western Placer Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Western Placer Unified School District shall not be responsible for any costs to Bidder prior to termination.

Western Placer Unified School District

DecoTech Systems, Inc.

(Name of Company)

Authorized Representative Signature

Authorized Representative Signature

Date: _____

Date: November 30, 2018

Name: Audrey Kilpatrick

Name: David Dickstein

Title: Assistant Superintendent

Title: President

Address: 600 Sixth Street

Address: 1180 Mt. Diablo Blvd.

Lincoln, CA 95648

Walnut Creek, CA 94596

Email: akilpatrick@wpusd.org

Email: DavidD@decotech.com

Phone: 916-645-6350

Phone: 925-954-1520

Fingerprint Certification

RFP 2019-107

Responder Certification

I, David Dickstein, am an authorized representative of/doing business as (Name of Responder/consultant) DecoTech Systems, Inc., and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all its employees who may have contact with District pupils or unsupervised access to any District campus of the Western Placer Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 30th day of November, 20 18, in Contra Costa County, California.

DecoTech Systems, Inc.
Name of Responder/Consultant (please print)

David Dickstein, President
Name/Title of Authorized Representative (printed)


(Signature)

Statement of Non-Conflict of Interest

RFP 2019-107

The Responder hereby warrants that he or she has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.



Signature

David Dickstein

Printed Name

President

Title

DecoTech Systems, Inc.

Responder

November 30, 2018

Date

Insurance Acknowledgement

RFP 2019-107

Notice to Bidders regarding Indemnity and Insurance Requirements

Summary of Indemnification and Insurance Requirements:

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to Western Placer Unified School District (Buyer). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by Buyer.
2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to Buyer and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1— all the insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Buyer.
3. Contractor shall provide Buyer with Certificates of Insurance including all required endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Buyer before work begins. Buyer reserves the right to require full-certified copies of all Insurance coverage and endorsements.

I. Indemnification & Insurance:

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

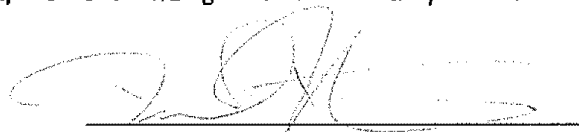
To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers,

agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

I have read and understand the above requirements and agree to be bound by them for any work performed for the Buyer.



Signature

David Dickstein

Printed Name

President

Title

DecoTech Systems, Inc.

Responder

November 30, 2018

Date

RFP Form

RFP 2019-107

Western Placer Unified School District
600 Sixth Street, 4th Floor
Lincoln, California 95648

To: Superintendent and Members of the Board of Education

The undersigned, doing business under the full and complete legal Responder name as set forth below, having examined the Notice to Responders, RFP Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the RFP package for the above-referenced RFP, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the documents contained in said RFP package. The entire RFP Package is submitted, together with this RFP Form.

Name of Company: DecoTech Systems, Inc.

Legal Status (i.e., sole proprietorship, partnership, corporation): Corporation

Tax I.D. Number (Sole Proprietorship Only): 68-0424937

Address: 1180 Mt. Diablo Blvd.

Walnut Creek, CA 94596

Authorized Representative:



Signature

David Dickstein

Name (Print or Type)

President

Title

November 30, 2018

Date

(925) 954-1520

Phone

(925) 954-1521

Fax

DavidD@decotech.com

E-mail address

Cost Proposal

RFP 2019-107

Responder Company Name: DecoTech Systems, Inc.
 Responder Name: David Dickstein
 Responder Title: President
 Responder SPIN: #143012505
 Responder Phone: 925-954-1520

The District's eligible Network Equipment include (or equivalent):				
SHARED LICESENES – all sites below				
Part Number	Qty	Description	Unit Price	Extended Cost
909-0050-ZD00	1	ZoneDirector 3000 license upgrade by 50 Aps	2,100.00	2,100.00
			Sub total	2,100.00
			Taxes	0.00
			Shipping	0.00
			Grand Total	2,100.00

CREEKSIDE OAKS ELEMENTARY				
Part Number	Qty	Description	Unit Price	Extended Cost
901-R610-U500	9	Ruckus Zoneflex R610 Wireless Access Point	375.00	3,375.00
			Sub total	3,375.00
			Taxes	244.69
			Shipping	0.00
			Grand Total	3,619.69

CARLIN C. COPPIN ELEMENTARY				
Part Number	Qty	Description	Unit Price	Extended Cost
901-R610-U500	4	Ruckus Zoneflex R610 Wireless Access Point	375.00	1,500.00
			Sub total	1,500.00
			Taxes	108.75
			Shipping	0.00
			Grand Total	1,608.75

FIRST STREET ELEMENTARY				
Part Number	Qty	Description	Unit Price	Extended Cost
901-R610-US00	3	Ruckus Zoneflex R610 Wireless Access Point	375.00	1,125.00
			Sub total	1,125.00
			Taxes	81.56
			Shipping	0.00
			Grand Total	1,206.56

FOSKETT RANCH ELEMENTARY				
Part Number	Qty	Description	Unit Price	Extended Cost
901-R610-US00	3	Ruckus Zoneflex R610 Wireless Access Point	375.00	1,125.00
			Sub total	1,125.00
			Taxes	81.56
			Shipping	0.00
			Grand Total	1,206.56

LINCOLN CROSSING ELEMENTARY				
Part Number	Qty	Description	Unit Price	Extended Cost
901-R610-US00	3	Ruckus Zoneflex R610 Wireless Access Point	375.00	1,125.00
			Sub total	1,125.00
			Taxes	81.56
			Shipping	0.00
			Grand Total	1,206.56

LINCOLN HIGH				
Part Number	Qty	Description	Unit Price	Extended Cost
901-R610-US00	6	Ruckus Zoneflex R610 Wireless Access Point	375.00	2,250.00
			Sub total	2,250.00
			Taxes	163.13
			Shipping	0.00
			Grand Total	2,413.13

SHERIDAN ELEMENTARY				
Part Number	Qty	Description	Unit Price	Extended Cost
901-R610-US00	1	Ruckus Zoneflex R610 Wireless Access Point	375.00	375.00
			Sub total	375.00
			Taxes	27.19
			Shipping	0.00
			Grand Total	402.19

TWELVE BRIDGES ELEMENTARY				
Part Number	Qty	Description	Unit Price	Extended Cost
901-R610-US00	5	Ruckus Zoneflex R610 Wireless Access Point	375.00	1,875.00
			Sub total	1,875.00
			Taxes	135.94
			Shipping	0.00
			Grand Total	2,010.94

TWELVE BRIDGES MIDDLE				
Part Number	Qty	Description	Unit Price	Extended Cost
901-R610-US00	6	Ruckus Zoneflex R610 Wireless Access Point	375.00	2,250.00
			Sub total	2,250.00
			Taxes	163.13
			Shipping	0.00
			Grand Total	2,413.13

Responding to Request For Proposal No. 2019-107 due December 5, 2018 before 3:00 PM

References:**Stockton Unified School District**

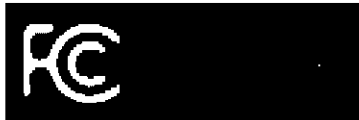
Project Name: Technology Infrastructure Upgrade
Project Type: Installation of HP Switches and Ruckus Wireless Access Points
Project Location: Stockton, CA
Contract Amount: \$2,452,000
Notice of Completion: September 30, 2017
District Contact: Robert Torres, Chief Technology Officer
209.933.7090 x2165 or rtorres@stocktonusd.net

Martinez Unified School District

Project Name: Martinez Adult Education Network Electronics and Phone Upgrades
Project Location: 921 Susana Street, Martinez, CA 94553
Dates: August – September 2017
Value: \$115,449.68
Key Personnel: Dean Rosemont, Project Manager
Kelly DeGeest, Senior Network Engineer
District Contact: Max Eisler, Chief Technology Officer, 925-335-5941, MEisler@martinezusd.net

Eureka Unified School District

Project Name: Provide and Install Network and Wireless Equipment Installation District Wide
Project Location: Granite Bay, CA
Dates: August 2017- January 2018
Value: \$208,771.18
Notice of Completion: January 2108
District Contact: Karen Perrin, Technology Network Coordinator,
916-791-4939, KCPerrin@Eurekausd.org



Red Light Display System (RLDS)

Red Light Display System[FCC](#) | [Fees](#) | Red Light Display System< [FCC Site Map](#)Logged in as Username: davidd@decotech.com FRN: DecoTech Systems, Inc. (0014659544) [[Log Out](#)][Back](#) | [Print](#) | [Help](#)

11/29/2018 2:00 PM

Current Status of FRN 0014659544

STATUS: Green**You have no delinquent bills which would restrict you from doing business with the FCC.**

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 11/29/2018 at 9:54 AM; it is updated once each business day at about 7 a.m., ET.

Customer Service[Red Light Help](#)[FCC Debt Collection](#)[FCC Fees](#)[Web Policies / Privacy Policy](#)**Red Light Display System Help Line: (877) 480-3201, option 6; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)**

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at arinquiries@fcc.gov or fax us at (202) 418-7869.



1180 Mt Diablo Blvd.
Walnut Creek, CA 94596

PROPOSAL

DATE	NUMBER
11/19/2018	E18-21019

PREPARED FOR

Western Placer Unified School District
600 Sixth Street
4th Floor
Lincoln, CA 95648

CA License #862324

TERMS	FOB
Net 30	DESTINATION

QTY	ITEM	DESCRIPTION	UNIT \$	TOTAL
1	909-0050-ZD00	Western Placer Unified School District RFP 2019-107 Wireless Equipment E-RATE YR22 Site: Shared Licenses - all sites below Ruckus ZD 3000 License Upgrade - 50 APs Sub-Total	2,100.00	2,100.00 2,100.00
SPIN #143012505			Sales Tax (7.25%)	\$0.00
			Total	\$2,100.00



1180 Mt Diablo Blvd.
Walnut Creek, CA 94596

PROPOSAL

DATE	NUMBER
11/19/2018	E18-21020

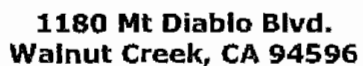
PREPARED FOR

Western Placer Unified School District
600 Sixth Street
4th Floor
Lincoln, CA 95648

CA License #862324

TERMS	FOB
Net 30	DESTINATION

QTY	ITEM	DESCRIPTION	UNIT \$	TOTAL
9	901-R610-US00	Western Placer Unified School District RFP 2019-107 Wireless Equipment E-RATE YR22 Site: Creekside Oaks Elementary Ruckus ZoneFlex R610 Wireless AP Sub-Total	375.00	3,375.00T 3,375.00
SPIN #143012505		Sales Tax (7.25%) \$244.69		
		Total \$3,619.69		



DATE	NUMBER
11/19/2018	E18-21021

Western Placer Unified School District
600 Sixth Street
4th Floor
Lincoln, CA 95648

TERMS	FOB
Net 30	DESTINATION

352



DATE	NUMBER
11/19/2018	E18-21022

Western Placer Unified School District
600 Sixth Street
4th Floor
Lincoln, CA 95648

<p>TERMS</p> <p>Net 30</p>	<p>FOB</p> <p>DESTINATION</p>
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353



DATE	NUMBER
11/19/2018	E18-21023

Western Placer Unified School District
600 Sixth Street
4th Floor
Lincoln, CA 95648

TERMS	FOB
Net 30	DESTINATION

354



DATE	NUMBER
11/19/2018	E18-21024

Western Placer Unified School District
600 Sixth Street
4th Floor
Lincoln, CA 95648

TERMS	FOB
Net 30	DESTINATION

355



1180 Mt Diablo Blvd.
Walnut Creek, CA 94596

PROPOSAL

DATE	NUMBER
11/19/2018	E18-21025

PREPARED FOR

Western Placer Unified School District
600 Sixth Street
4th Floor
Lincoln, CA 95648

CA License #862324

CA License #862324			TERMS	FOB
			Net 30	DESTINATION
QTY	ITEM	DESCRIPTION	UNIT \$	TOTAL
6	901-R610-US00	Western Placer Unified School District RFP 2019-107 Wireless Equipment E-RATE YR22 Site: Lincoln High	375.00	
		Ruckus ZoneFlex R610 Wireless AP		2,250.00
		Sub-Total		2,250.00
SPIN #143012505			Sales Tax (7.25%)	\$163.13
			Total	\$2,413.13



1180 Mt Diablo Blvd.
Walnut Creek, CA 94596

PROPOSAL

DATE	NUMBER
11/19/2018	E18-21026

PREPARED FOR

Western Placer Unified School District
600 Sixth Street
4th Floor
Lincoln, CA 95648

CA License #862324

TERMS	FOB
Net 30	DESTINATION

QTY	ITEM	DESCRIPTION	UNIT \$	TOTAL
1	901-R610-US00	Western Placer Unified School District RFP 2019-107 Wireless Equipment E-RATE YR22 Site: Sheridan Elementary Ruckus ZoneFlex R610 Wireless AP Sub-Total	375.00	375.00T 375.00
SPIN #143012505		Sales Tax (7.25%) \$27.19		
		Total \$402.19		



DATE	NUMBER
11/19/2018	E18-21027

Western Placer Unified School District
600 Sixth Street
4th Floor
Lincoln, CA 95648

TERMS	FOB
Net 30	DESTINATION

358



1180 Mt Diablo Blvd.
Walnut Creek, CA 94596

PROPOSAL

DATE	NUMBER
11/19/2018	E18-21028

PREPARED FOR

Western Placer Unified School District
600 Sixth Street
4th Floor
Lincoln, CA 95648

CA License #862324

TERMS	FOB
Net 30	DESTINATION

QTY	ITEM	DESCRIPTION	UNIT \$	TOTAL
6	901-R610-US00	Western Placer Unified School District RFP 2019-107 Wireless Equipment E-RATE YR22 Site: Twelve Bridges Middle Ruckus ZoneFlex R610 Wireless AP Sub-Total	375.00	2,250.00T 2,250.00
SPIN #143012505			Sales Tax (7.25%)	\$163.13
			Total	\$2,413.13

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Receipt of the 2017-18 Measure A and Measure N
General Obligation Bonds Audited Financial Statements
And Performance Audits

AGENDA ITEM AREA:

Discussion

REQUESTED BY:

Audrey Kilpatrick, Asst. Supt. Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

January 15, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

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

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

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

Additionally, as required by Proposition 39, both the financial and performance audits for the 2017-18 fiscal year be submitted to the Bond Oversight Committee by March 31, 2019.

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

RECOMMENDATION:

Administration recommends the Board of Trustees receive the 2017-18 Measure A and Measure N General Obligation Bonds Audited Financial Statements and Performance Audits.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

**MEASURE A GENERAL OBLIGATION BONDS
FINANCIAL STATEMENTS**

June 30, 2018

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California
MEASURE A GENERAL OBLIGATION BONDS
June 30, 2018

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INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Western Placer Unified School District
Lincoln, California

Report on the Financial Statements

We have audited the accompanying financial statements of Western Placer Unified School District (the "District") Measure A General Obligation Bonds (the "Bonds") activity included in the Building Fund of the District, as of and for the year ended June 30, 2018, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Western Placer Unified School District (the "District") Measure A General Obligation Bonds activity as of June 30, 2018, and the changes in financial position thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present the financial activity and balances of the Measure A General Obligation Bonds activity only, and do not purport to, and do not, present fairly the financial position of Western Placer Unified School District, as of June 30, 2018 or the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 14, 2018 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters for Measure A General Obligation Bonds activity. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance for Measure A General Obligation Bonds activity. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance for the Measure A General Obligation Bonds activity.

Crowe LLP

Crowe LLP

Sacramento, California
December 14, 2018

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
BALANCE SHEET
June 30, 2018

ASSETS

Cash in County Treasury (Note 2)	\$ 27,168,708
Accounts receivable	<u>26,840</u>
Total assets	<u>\$ 27,195,548</u>

LIABILITIES AND FUND BALANCE

Accounts payable	\$ 553,845
Fund balance -- restricted (Note 3)	<u>26,641,703</u>
Total liabilities and fund balance	<u>\$ 27,195,548</u>

See accompanying notes to financial statements.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
For the Year Ended June 30, 2018

Expenditures:

Current:

Classified salaries	\$ 50,015
Employee benefits	22,136
Books and supplies	148,361
Contract services and operating expenditures	58,662
Capital outlay	<u>6,345,293</u>

Total expenditures	<u>6,624,467</u>
--------------------	------------------

Change in fund balance	(6,624,467)
------------------------	-------------

Fund balance, July 1, 2017	<u>33,266,170</u>
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Fund balance, June 30, 2018	<u>\$ 26,641,703</u>
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WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2018

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

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

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

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

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

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

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

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

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2018

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

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

NOTE 2 – CASH AND INVESTMENTS

Cash at June 30, 2018 consisted of the following:

Cash in County Treasury	\$ 27,168,708
-------------------------	---------------

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

Interest Rate Risk: The District does not have a formal investment policy that limits cash and investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. At June 30, 2018, the District had no significant interest rate risk related to cash.

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

Concentration of Credit Risk: The District does not place limits on the amount it may invest in any one issuer. At June 30, 2018, the District had no concentration of credit risk.

NOTE 3 – FUND BALANCE CLASSIFICATION

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

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

(Continued)

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2018

NOTE 4 – PURPOSE OF BOND ISSUANCE

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

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

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

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

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

NOTE 5 – GENERAL OBLIGATION BOND ISSUANCES

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

In June 2015, the District issued General Obligation Bonds, Series 2007, totaling \$20,000,000. The bonds bear interest at rates ranging from 3.00% to 5.00% and are scheduled to mature through June 2041.

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2018

NOTE 6 – SUBSEQUENT EVENTS

In November 2018, the District issued \$15,000,000, related to the 2014 Series C General Obligation Bond, with interest rates between 3.375% - 5.00% maturing in August 2038.

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

Board of Trustees
Western Placer Unified School District
Lincoln, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States the financial statements of Western Placer Unified School District (the "District") Measure A General Obligation Bonds (the "Bonds") activity included in the Building Fund of the District, as of and for the year ended June 30, 2018, and related notes to the financial statements and have issued our report thereon dated December 14, 2018

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Crowe LLP

Crowe LLP

Sacramento, California
December 14, 2018

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
SCHEDULE OF AUDIT FINDINGS
For the Year Ended June 30, 2018

No matters were reported.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
SCHEDULE OF PRIOR YEAR AUDIT FINDINGS
For the Year Ended June 30, 2018

No matters were reported.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

**MEASURE A GENERAL OBLIGATION BONDS
PERFORMANCE AUDIT**

June 30, 2018

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE A GENERAL OBLIGATION BONDS
PERFORMANCE AUDIT
June 30, 2018

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Crowe LLP
Independent Member Crowe Global

INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Western Placer Unified School District
Lincoln, California

We have conducted a performance audit of the Western Placer Unified School District (the "District") Measure A General Obligation Bond funds for the year ended June 30, 2018.

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

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

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

The results of our procedures indicated that, in all significant respects, Western Placer Unified School District expended Measure A General Obligation Bond funds for the year ended June 30, 2018 only for the specific projects developed by the District's Board of Trustees and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

Crowe LLP

Crowe LLP

Sacramento, California
December 14, 2018

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

LEGISLATIVE HISTORY

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

Education Code Section 15278 provides additional accountability measures:

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT MEASURE A GENERAL OBLIGATION BONDS

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

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

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

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

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

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

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

In June 2015, the District issued General Obligation Bonds, Series 2007, totaling \$20,000,000. The bonds bear interest at rates ranging from 3.00% to 5.00% and are scheduled to mature through June 2041.

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

The financial activity related to the Measure A General Obligation Bonds is recorded within the District's Financial Activity Report for Fund 21 (Building Fund) in the District's audited financial statements for the year ended June 30, 2018.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
OBJECTIVES, SCOPE, METHODOLOGY AND CONCLUSION
For the Fiscal Year Ended June 30, 2018

OBJECTIVES

The objective of our performance audit was to determine that the District expended Measure A General Obligation Bond funds for the year ended June 30, 2018 only for the purposes approved by the voters and only on the specific projects developed by the District's Board of Trustees, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)C of Article XIII A of the California Constitution.

SCOPE

The District provided to us a list of all Measure A project expenditures (the "List") for the period from July 1, 2017 through and including June 30, 2018. A total of 238 expenditures representing \$6,624,467 from July 1, 2017 to June 30, 2018, were identified.

METHODOLOGY

We performed the following procedures to the List of Measure A General Obligation Bond project expenditures for the year ended June 30, 2018:

- Verified the mathematical accuracy of the expenditures List.
- Reconciled the List to total bond expenditures as reported by the District in the District's audited Measure A General Obligation Bonds financial statements for the year ended June 30, 2018.
- Selected a sample of expenditures totaling \$5,115,391. The sample was selected to provide a representation across specific construction projects, vendors and expenditure amounts. The sample represented 77% of the total expenditure value. Verified that the funds were generally expended for the construction, renovation, furnishing, and equipping of school facilities constituting authorized bond projects list.

CONCLUSION

The results of our tests indicated that, in all significant respects, Western Placer Unified School District expended Measure A General Obligation Bond funds for the year ended June 30, 2018 only for the specific projects developed by the District's Board of Trustees and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

**MEASURE N GENERAL OBLIGATION BONDS
FINANCIAL STATEMENTS**

June 30, 2018

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California
MEASURE N GENERAL OBLIGATION BONDS
June 30, 2018

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INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Western Placer Unified School District
Lincoln, California

Report on the Financial Statements

We have audited the accompanying financial statements of Western Placer Unified School District (the "District") Measure N General Obligation Bonds (the "Bonds") activity included in the Building Fund of the District, as of and for the year ended June 30, 2018, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Western Placer Unified School District (the "District") Measure N General Obligation Bonds activity as of June 30, 2018, and the changes in financial position thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present the financial activity and balances of the Measure N General Obligation Bonds activity only, and do not purport to, and do not, present fairly the financial position of Western Placer Unified School District, as of June 30, 2018 or the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 14, 2018 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters for Measure N General Obligation Bonds activity. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance for Measure N General Obligation Bonds activity. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance for the Measure N General Obligation Bonds activity.

Crowe LLP

Crowe LLP

Sacramento, California
December 14, 2018

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
BALANCE SHEET
June 30, 2018

ASSETS

Cash in County Treasury (Note 2)	\$ <u>23,213,203</u>
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LIABILITIES AND FUND BALANCE

Accounts payable	\$ 848,137
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Fund balance -- restricted (Note 3)	<u>22,365,066</u>
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Total liabilities and fund balance	\$ <u>23,213,203</u>
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See accompanying notes to financial statements.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
For the Year Ended June 30, 2018

Expenditures:

Current:

Classified salaries	\$ 68,665
Employee benefits	30,228
Books and supplies	1,254
Contract services and operating expenditures	120,783
Capital outlay	<u>7,057,703</u>

Total expenditures	<u>7,278,633</u>
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Other financing sources:

Interest	7,291
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Change in fund balance	(7,271,342)
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Fund balance, July 1, 2017	<u>29,636,408</u>
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Fund balance, June 30, 2018	<u>\$ 22,365,066</u>
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WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2018

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

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

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

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

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

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

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

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

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2018

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

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

NOTE 2 – CASH AND INVESTMENTS

Cash at June 30, 2018 consisted of the following:

Cash in County Treasury	\$ 23,213,203
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Pooled Funds: In accordance with Education Code Section 41001, the Office of Education maintains substantially all of its cash in the interest bearing Placer County Treasurer's Pooled Investment Fund. The Office of Education is considered to be an involuntary participant in an external investment pool. The fair value of the Office of Education's investment in the pool is reported in the financial statements at amounts based upon the Office of Education's prorata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

Interest Rate Risk: The District does not have a formal investment policy that limits cash and investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. At June 30, 2018, the District had no significant interest rate risk related to cash.

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

Concentration of Credit Risk: The District does not place limits on the amount it may invest in any one issuer. At June 30, 2018, the District had no concentration of credit risk.

NOTE 3 – FUND BALANCE CLASSIFICATION

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

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2018

NOTE 4 – PURPOSE OF BOND ISSUANCE

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

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

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

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

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

NOTE 5 – GENERAL OBLIGATION BOND ISSUANCES

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

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

NOTE 6 – SUBSEQUENT EVENTS

In November 2018, the District issued \$30,000,000, related to the 2016 Series B General Obligation Bonds, with interest rates between 3.50 % - 5.00% maturing in August 2038.

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

Board of Trustees
Western Placer Unified School District
Lincoln, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States the financial statements of Western Placer Unified School District (the "District") Measure N General Obligation Bonds (the "Bonds") activity included in the Building Fund of the District, as of and for the year ended June 30, 2018, and related notes to the financial statements and have issued our report thereon dated December 14, 2018.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Western Placer Unified School District Measure N General Obligation Bond activity included in the Building Fund of the District's financial statements are free of material misstatement, we performed tests of the District's compliance with certain

provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

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

Crowe LLP

Crowe LLP

Sacramento, California
December 14, 2018

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
SCHEDULE OF AUDIT FINDINGS
For the Year Ended June 30, 2018

No matters were reported.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
SCHEDULE OF PRIOR YEAR AUDIT FINDINGS
For the Year Ended June 30, 2018

No matters were reported.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

**MEASURE N GENERAL OBLIGATION BONDS
PERFORMANCE AUDIT**

June 30, 2018

WESTERN PLACER UNIFIED SCHOOL DISTRICT

MEASURE N GENERAL OBLIGATION BONDS
PERFORMANCE AUDIT
June 30, 2018

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Crowe LLP
Independent Member Crowe Global

INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Western Placer Unified School District
Lincoln, California

We have conducted a performance audit of the Western Placer Unified School District (the "District") Measure N General Obligation Bond funds for the year ended June 30, 2018.

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

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

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

The results of our procedures indicated that, in all significant respects, Western Placer Unified School District expended Measure N General Obligation Bond funds for the year ended June 30, 2018 only for the specific projects developed by the District's Board of Trustees and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

Crowe LLP

Crowe LLP

Sacramento, California
December 14, 2018

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

LEGISLATIVE HISTORY

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

Education Code Section 15278 provides additional accountability measures:

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT MEASURE N GENERAL OBLIGATION BONDS

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

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

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

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

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

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

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

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

The financial activity related to the Measure N General Obligation Bonds is recorded within the District's Financial Activity Report for Fund 21 (Building Fund) in the District's audited financial statements for the year ended June 30, 2018.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
OBJECTIVES, SCOPE, METHODOLOGY AND CONCLUSION
For the Fiscal Year Ended June 30, 2018

OBJECTIVES

The objective of our performance audit was to determine that the District expended Measure N General Obligation Bond funds for the year ended June 30, 2018 only for the purposes approved by the voters and only on the specific projects developed by the District's Board of Trustees, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

SCOPE

The District provided to us a list of all Measure N project expenditures (the "List") for the period from July 1, 2017 through and including June 30, 2018. A total of 215 expenditures representing \$7,278,633 from July 1, 2017 to June 30, 2018, were identified.

METHODOLOGY

We performed the following procedures to the List of Measure N General Obligation Bond project expenditures for the year ended June 30, 2018:

- Verified the mathematical accuracy of the expenditures List.
- Reconciled the List to total bond expenditures as reported by the District in the District's audited Measure N General Obligation Bonds financial statements for the year ended June 30, 2018.
- Selected a sample of expenditures totaling \$5,069,707. The sample was selected to provide a representation across specific construction projects, vendors and expenditure amounts. The sample represented 70% of the total expenditure value. Verified that the funds were generally expended for the construction, renovation, furnishing, and equipping of school facilities constituting authorized bond projects list.

CONCLUSIONS

The results of our tests indicated that, in all significant respects, Western Placer Unified School District expended Measure N General Obligation Bond funds for the year ended June 30, 2018 only for the specific projects developed by the District's Board of Trustees and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Sunshine for Negotiations Regarding the Collective Bargaining Agreement between Western Placer Unified School District and the California School Employees Association – Chapter #741

AGENDA ITEM AREA:

Information/Discussion

REQUESTED BY:

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

ENCLOSURES:

Collective Bargaining Sunshine Proposals for WPUSD and CSEA Chapter #741

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

January 15, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

Pursuant to Government Code section 3547, all proposals of the recognized employee group and of the District must be presented at a public meeting of the District. This is commonly referred to as "Sunshining" the proposals. The California School Employees Association (Chapter #741) and the Western Placer Unified School District wish to negotiate the items in the attached proposals.

The District's and CSEA Chapter #741's proposals are being presented to the public at our January 15, 2019 meeting in order to allow the members of the public to become informed and have an opportunity to express themselves regarding the proposals. The Board will consider adopting the initial proposals at its February 5, 2019 meeting.

RECOMMENDATION:

Administration recommends that the Board of Trustees reviews the proposals.

DATE: December 18, 2018

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER #741**

TO: WESTERN PLACER UNIFIED SCHOOL DISTRICT

SUNSHINE PROPOSAL FOR CONTRACT NEGOTIATIONS FOR July 1, 2019 - June 30, 2022

CSEA WISHES TO OPEN THE FOLLOWING ARTICLES FOR POSSIBLE CHANGES:

ARTICLE IV – Propose a fair and equitable increase to the monthly health care benefits CAP

ARTICLE VI – Propose a fair and equitable increase to the salary schedule



WESTERN PLACER UNIFIED SCHOOL DISTRICT

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

Board of Trustees:

Paul Long
Brian Haley
Paul Carras
Kris Wyatt
Damian Armitage

Superintendent: Scott Leaman

VIA Electronic Mail

January 8, 2019
Gus Nevarez, CSEA Chapter #741 President
Glen Edwards Middle School
204 L Street
Lincoln, CA 95648

Re: WPUSD Sunshine Proposal for Collective Bargaining Negotiations for the 2018-2019 School Year

Dear Gus,

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

- *Article VI, Salaries*
- *Article IV, Employee Benefits*

We look forward to working together with the CSEA Chapter #741 Bargaining Team throughout the negotiations process.

Sincerely,

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

CC: Scott Leaman, Superintendent (Via Email PDF)
Audrey Kilpatrick, Assistant Superintendent of Maintenance and Operations (Via Email PDF)
Kerry Callahan, Assistant Superintendent of Educational Services (Via Email PDF)
Norma Lazaro, CSEA Steward (Via Email PDF)



**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:

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

AGENDA ITEM AREA:

Action

REQUESTED BY:

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

ENCLOSURES:

Collective Bargaining Sunshine Proposals for WPUSD and WPTA

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

January 15, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

Pursuant to Government Code section 3547, all proposals of the recognized employee groups and the District must be presented at a public meeting of the District. This is commonly referred to as "Sunshining" the proposals. The Western Placer Teacher's Association and the Western Placer Unified School District are both proposing negotiations under the current 2018-2021 Collective Bargaining Agreement. In order to allow the members of the public to become informed and have an opportunity to express themselves regarding the proposals, both proposals were presented for information/discussion at the regularly scheduled Board of Trustees meeting on December 18, 2018.

RECOMMENDATION:

Administration recommends that the Board of Trustees approves the District's sunshine proposal and the Western Placer Teacher's Association sunshine proposal for negotiations.

VIA Electronic Mail

December 7, 2018

Gabe Simon, Director of Personnel Services
Western Placer Unified School District
600 6th Street, Suite 400
Lincoln, CA 95648

Re: WPTA Sunshine Proposal for Reopener Negotiations

Dear Mr. Simon,

Please accept this letter as intent of the Western Placer Teachers Association to open the following articles for negotiation:

- Article VII, Unit Member Hours
- Article IX, Class Size
- Article XIII, Salaries, Including Appendix B

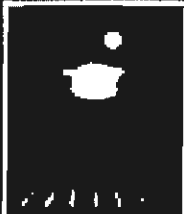
Please note that Article XIII, Salaries does not count as one of our 2 reopeners, as expressed in Article 1, A, of the Collective Bargaining Agreement.

We look forward to working with your team this year.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barret Hess', with a stylized flourish at the end.

Barret Hess
WPTA Chief Negotiator



WESTERN PLACER UNIFIED SCHOOL DISTRICT

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

Board of Trustees:

Paul Long
Brian Haley
Paul Carras
Kris Wyatt
Damian Armitage

Superintendent: Scott Leaman

VIA Electronic Mail

December 7, 2018

Barret Hess, Western Placer Teacher's Association (WPTA) Negotiations Chair
Lincoln High School
790 J Street
Lincoln, California 95648

Re: Western Placer Unified School District (WPUSD) Sunshine Proposal for Reopener Collective Bargaining Negotiations - 2018-2019 School Year

Dear Barret,

This letter serves as notice that the District desires to negotiate contract provisions that are fiscally and educationally responsible. The District will continue to provide students with instructional programs based on a sound and realistic budget and is interested in negotiating fiscally responsible language that results in the best outcomes for students. Based on the current collective bargaining agreement, the District wishes to open the following noted article:

- Article VIII: Leaves

Salaries (Article XIII) and Employee Benefits (Article XIV) are reopened each year of the current 2018-2021 three-year agreement. We look forward to working together with the WPTA Bargaining Team throughout the negotiations process.

Sincerely,

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

CC: Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business and Operations
Kerry Callahan, Assistant Superintendent of Educational Services
Tim Allen, WPTA President



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

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

DISTRICT GLOBAL GOALS

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


SUBJECT:

Consider Approving Revised Job
Description for Technology Support Technician II

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

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

ENCLOSURES:

Revised Job Description for:
Technology Support Technician II

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

January 15, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

As a part of the ongoing review of District needs and job descriptions by the District, there exists a need to approve a revised job description for the Technology Support Technician II position which is a classified position. Due to the department's desire to fulfill state reporting requirements, staff would like to revise some of the essential duties of the position.

RECOMMENDATION:

Approve the revised job description for the Technology Support Technician II position.

Western Placer Unified School District

POSITION DESCRIPTION

Position Title:	TECHNOLOGY SUPPORT TECHNICIAN II
Department:	Technology Services
Reports To:	Director of Technology

SUMMARY:

Provides technology support, maintenance, and monitoring of the District's technology systems and peripherals; assists in troubleshooting network and server problems; assists the Network Administrator; and performs related duties as required or assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Creates, tests, and manages student and staff network, email and other web based accounts;
- Installs, configures, maintains, and troubleshoots district server-based client management and security software.
- Installs, configures, maintains, upgrades, and troubleshoots district approved operating systems and local, web and server-based application software;
- Installs, configures, maintains, manages, upgrades, troubleshoots, and repairs district approved computers, peripherals, mobile devices, and other technology related devices and equipment;
- Installs and maintains network, server, computer, peripheral, and software problems while seeking assistance from, and escalating to support specialists when necessary;
- Assists the Network Administrator in maintaining the network including installing cabling and other LAN equipment, servers, basic troubleshooting, and server backups;
- Coordinates warranty repair activities;
- Performs work related assignments at various district sites remotely and on on-site;
- Provides a positive customer service oriented level of support for district technology users;
- Adheres to and assists in enforcing technology policies, rules, and regulations by reporting violations to appropriate officials and/or administrators;
- May prepare or revise complex documentation in non-technical terms for users;
- Assists school and district office staff with assessment of administrative and/or instructional computer technology software and hardware needs;
- Assists Technology Data Specialist with research, design, and implements procedures to audit, certify, and publish student and staff information to CALPADS and other local, regional, state, and federal agencies as needed
- Collaborates with site-based technology specialists and appropriate office staff to ensure smooth integration and use of technology;
- Acts as a liaison for all system enhancements, hardware repair, and network profiles and/or upgrades;
- Provides technology phone support, handling inquiries, and making referrals to specialists when appropriate;
- May provide training for district computer users;
- Participates in staff meetings, workshops, conferences, and classes;
- Other related duties as assigned.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. Possession of an appropriate, valid motor vehicle operator's license is required.

EDUCATION AND/OR EXPERIENCE:

Any combination of education and experience equivalent to an associate's degree in computer science, information technology, or a related field, plus three years of progressively more responsible educational work experience with special emphasis in computer technology and its applications. Can demonstrate knowledge of principles, concepts, and methods of applicable computer technology and its most effective and efficient utilization; good knowledge of, or ability to quickly learn, instructional technology requirements; knowledge of standard computer operating systems and the software used in a network environment; knowledge of two or more computer and network operating systems, and proficiency at standard desktop and communications applications and protocols; and ability to communicate effectively, both orally and in writing.

EMPLOYMENT ELIGIBILITY:

Successful candidate must provide proof of employment eligibility and verification of legal right to work in the United States in compliance with the Immigration Reform and Control Act.

OTHER SKILLS and ABILITIES:

- ☐ Ability to operate a computer and related software.
- ☐ Ability to communicate clearly and concisely, both orally and in writing and the ability to interact positively with schools and community.
- ☐ Ability to handle a multitude of responsibilities with minimal supervision.
- ☒ Ability to drive a car or district vehicle and possession of an appropriate, valid motor vehicle operator's license.
- ☐ Knowledge of basic math including calculation of fractions, percents and/or ratios.
- ☐ Skills to read a variety of manuals and understand multiple-step instructions.
- ☐ Skills to write documents following prescribed formats and/or present information before groups.
- ☐ Ability to perform multiple non-technical tasks with an occasional need to upgrade skills due to changing job conditions.
- ☐ Ability to speak in audible tones so that others may understand clearly in training sessions and other meetings.
- ☐ Ability to interpret and implement rules relating to Western Placer Unified School District policies.
- ☐ Ability to schedule a number of activities; often gather, collate, and/or classify data; and coordinate a significant number of factors in the use of equipment.
- ☐ Ability to work with others under a wide variety of circumstances; analyze data utilizing defined but different processes; and operate equipment using various methods of operation.
- ☐ Ability to work with a significant diversity of individuals and/or groups; work with data of different types and/or purposes; and utilize a wide variety of job-related equipment.
- ☐ Ability to apply problem-solving techniques to analyze issues, create plans of action and reach solutions.
- ☐ Ability to establish and maintain cooperative working relationships.

LANGUAGE SKILLS:

- ☐ Ability to read and interpret documents such as operating and maintenance instructions, and procedure manuals.
- ☐ Ability to communicate effectively with others regarding technology issues.

REASONING ABILITY:

- ☐ Ability to apply common sense understanding to carry out detailed written, oral, and technical instructions.
- ☐ Ability to define problems, collect data, establish facts, and draw valid conclusions.

PHYSICAL DEMANDS:

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

The employee must be able to:

- ☐ Lift and/or move up to 50 pounds such as technology and networking equipment.
- ☐ Push or pull items such as furniture and equipment.
- ☐ Interact with other staff members.
- ☐ Climb a step stool or ladder and reach above shoulders.
- ☐ Sit or stand for extended periods of time.
- ☐ Squat, stoop or kneel.
- ☐ Reach above the head and reach forward.
- ☐ Stand, walk, use hands and fingers to handle, or feel objects, tools, or controls; use hand strength to grasp tools; and to talk and hear.
- ☐ See up close, have color and peripheral vision, have depth perception, and the ability to adjust focus.
- ☐ Frequently bend or twist at the neck and trunk more than the average person.
- ☐ Ability to see and read a computer screen and printed matter with or without visual aids.
- ☐ Ability for verbal communications including the ability to speak and hear at normal room levels.
- ☐ Ability to use computer terminals, telephones, calculators, copiers, and facsimile.
- ☐ Mental acuity to assist in the management of Information Technology Programs, consult with management on policy decisions, evaluate results, and make recommendations relative to the effective performance of the tasks.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee regularly works indoors in office and school environments and will occasionally work outdoors. The employee must be able to meet deadlines with severe time constraints. The noise level in the work environment is usually moderate.

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Cooperative Agreement and First Amendment
To the Joint Use Agreement

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

Scott Leaman, Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Superintendent

FINANCIAL INPUT/SOURCE:

Measure N

MEETING DATE:

January 15, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The WPUSD legal team has drafted an amendment to current joint use agreement with the City of Lincoln to entertain the possibility of establishing a park next to Leaman Elementary. The park will be built based on available funding.

RECOMMENDATION:

Administration recommends approval of the item.

**COOPERATIVE AGREEMENT
AND
FIRST AMENDMENT TO JOINT USE AGREEMENT**

This Cooperative Agreement and First Amendment to Joint Use Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between Western Placer Unified School District, a public school district organized and existing under the laws of the State of California ("District") and the City of Lincoln, a municipal corporation existing under the laws of the State of California ("City," and together with the District, "Parties").

RECITALS

WHEREAS, the Parties previously entered into that certain Joint Use Agreement dated January 26, 2016 ("Joint Use Agreement").

WHEREAS, California Government Code sections 6500 et seq. provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties.

WHEREAS, District and City are each empowered to provide a variety of educational and community services within their respective jurisdictions, to cooperate with each other in the provision of such programs and services and to acquire, construct, own, and operate real property and improvements for purposes of providing their respective services and programs.

WHEREAS, California Education Code sections 10900, *et seq.*, empower the District and City to cooperate with each other and enter into agreements for the purpose of organizing, promoting, and conducting programs for community recreation; establishing a system of playgrounds and recreation; and acquiring, constructing, improving, maintaining, and operating parks adjacent to school sites and other recreational centers.

WHEREAS, the City is the owner of certain real property located at [ADDRESS], comprising approximately 5.2 acres which is identified by Assessor's Parcel Number _____ and is further identified in *Exhibit A* to this Agreement ("Property").

WHEREAS, the District intends to make the improvements to approximately 4.2 acres of the Property, as described herein, as part of the District's development of the adjacent parcel as a school site.

WHEREAS, the Property is located adjacent to a school site currently being developed by the District.

WHEREAS, it is the desire of the Parties, upon the express terms and conditions set forth in this Agreement, to develop the Property for use as a park and recreation facility for the mutual benefit and use of each party.

WHEREAS, the Parties desire to amend the Joint Use Agreement to include the Property and to describe the terms and conditions of each party's use of the Property.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. Development of the Property

1.1. District Responsibilities. The City will afford the District, the District's employees, agents, authorized representatives, contractors, and consultants with access to the Property for the purpose of constructing the improvements described in this Section 1.1. The improvements described in this Section 1.1. are limited to those approximately 4.2 acres designated for District improvements on the map attached hereto as Exhibit B ("District Improvement Area"). The District shall be responsible for making the following improvements to the District Improvement Area:

- (a) any necessary lot grading
- (b) construction of grass field
- (c) construction of fencing between school and park
- (d) irrigation in support of grass field within Property

1.2. District Contribution. Based on available District funding, the District shall be responsible for costs incurred in connection with the improvements to the District Improvement Area identified in Section 1.1. of this Agreement, including changes to the work or any other unforeseen costs, any necessary design costs, and required permitting and inspections, including, without limitation, the California Department of Education, the Department of Toxic Substances, the approval process required by the California Environmental Quality Act (Public Resources Code section 21000 et seq., and the regulations promulgated thereunder, and any State, county, or other permits, inspections, and approvals ("District Contribution Limit"). The District shall retain any cost savings the District realizes in its performance under this Agreement attributable to value engineering or similar project modifications in connection with the improvements described in Section 1.1. If the District completes the improvements outlined in section 1.1. of this agreement, section 1.3 will be activated and will be in place for the duration of the Joint Use Agreement.

1.3. City Responsibilities. Upon completion by the District of the improvements described in Section 1.1. of this Agreement, the City shall be responsible for the maintenance of such improvements, including the irrigation and watering of the grass fields, and shall keep the improvements in good repair and condition. The City shall be responsible for all utility costs related to the Property and shall ensure that the Property has separate water metering from the District's adjacent school site. The City shall be responsible for any and all costs for improvements to the Property not described in Section 1.1. of this Agreement, including, without limitation, property design and all required permitting and inspections, including, without limitation, the California Department of Education, the Department of Toxic Substances, the approval process required by the California Environmental Quality Act (Public Resources Code section 21000 et seq., and the regulations promulgated thereunder, and any State, county, or other permits, inspections, and approvals, with the exception of the District Improvement Area as described in Section 1.1. of this Agreement. The City shall make any additional improvements to the Property available for District use in accordance with the Joint Use Agreement as amended by this Agreement. The City shall be responsible for making the following improvements to the Property:

- (a) construction of or otherwise obtaining all utilities to support park and recreation programming, equipment, and facilities
- (b) construction of any paved access roads, sidewalks, and/or parking lot areas connecting the public street to the Property
- (c) construction of athletic track and field, playfield, irrigation/sprinkler system, Harcourt areas, restrooms, picnic area, walkways, park and field lighting, drinking fountains, trash receptacles, bleachers, play structures, signage, and other facilities if desired by the City

1.4. Shared District and City Responsibilities. Both parties have conducted their own independent investigations with respect to the condition of the Property and have determined that that the Property is suitable for the Parties' proposed joint use of the Property.

2. Warranties and Ownership. The District agrees to obtain appropriate warranties for all improvements the District performs from its contractors. Upon completion of the improvements described in Section 1.1. of this Agreement, District agrees to transfer such warranties to the City. Prior to, during, and following construction of any improvements, title, interest and ownership of the Property and any improvements made to the Property the District shall be retained or vested in the City.

3. Termination. Either party may terminate this Agreement upon 90 days' written notice to the other party for the material breach of the Agreement by the other party.

Upon termination of this Agreement pursuant to this Section 3 or Section 15 of the Joint Use Agreement, the City shall make a cash payment to the District equal to the pro-rata share of the remaining useful life of the improvements described in Section 1.1. of this Agreement. For the purposes of this Agreement, the parties agree that the useful life of the improvements described in Section 1.1. is _____ years.

4. Amendment to the Joint Use Agreement. The Joint Use Agreement is amended as follows.

4.1. Joint Use Agreement Section 1(a). Section 1(a) of the Joint Use Agreement is hereby amended to add "The Park located at [ADDRESS]."

5. Right of First Refusal. If the City elects to sell or otherwise transfer the whole or any portion of the Property, the District shall have the right of first refusal to purchase that property or portion thereof. The City shall provide written notice of such intent to sell or transfer the Property to the District at least sixty (60) days prior to entering into any agreement to sell or transfer the Property. At the election of the District, the Parties shall engage in good faith negotiations based upon the then present fair market value of the Property as limited for park and recreation use. If negotiations do not conclude within sixty (60) days or if the District does not elect to enter into negotiations, the District will be deemed to have waived its right of first refusal to purchase the property or any portion thereof. If the City sells or otherwise transfers the whole or any portion of the Property to any third party, upon completing such transfer the City shall make a cash payment to the District equal to the pro-rata share of the remaining useful life of the improvements described in Section 1.1. of this Agreement.

6. Indemnity. To the fullest extent permitted by law, City shall indemnify, defend and hold harmless District, the District's governing board, and each of District's officers, directors, officials, board members, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (Collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, sustained by any person or to any person or to any property in, on, or about the Property resulting in injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property, including but not limited to the Property or the improvements thereon, arising out of, pertaining to, or resulting from the acts or omissions of City, its officers, directors, officials, governing board, board members, employees, authorized volunteers and agents, contractors, invitees, or guests.

To the fullest extent permitted by law, District shall indemnify, defend and hold harmless City, the City's governing board, and each of City's officers, directors, officials, board members, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (Collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, sustained by any person or to any person or to any property in, on, or about the Property resulting in injuries to or death of persons,

including but not limited to employees of either party hereto, and damage to or destruction of property, including but not limited to the Property or the improvements thereon, arising out of, pertaining to, or resulting from the acts or omissions of District, its officers, directors, officials, governing board, board members, employees, authorized volunteers and agents, contractors, invitees, or guests.

It is the intention of the Parties that the provisions of this Indemnity be interpreted to impose on each party responsibility to the other for the acts and omissions of their officers, directors, officials, employees, authorized volunteers and agents, contractors, invitees or guests. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any Claims attributable to the fault of that party, its officers, directors, officials, employees, authorized volunteers and agents, contractors, invitees, or guests.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties. Nothing in this section shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party. The provisions of this section shall survive the expiration or termination of the Agreement.

7. Insurance. [*REVIEW INSURANCE COVERAGE LIMITS*] Each party, at its sole cost and expense, shall carry commercial policies of insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for comprehensive general liability, which will insure District or City, as applicable, against liability for injury or death of persons and damage to the Facilities, as applicable. Each policy shall be for not less than \$1,000,000 per occurrence for any one person injured or killed, and not less than \$1,000,000 for property damage, and shall be maintained on an occurrence basis. Each party agrees to provide the other proof of such coverages, naming the other party as "additional insured" where appropriate and shall also provide thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

8. Term. The term of this Agreement shall commence on _____, 2018 ("Effective Date") and run concurrently with the term of the Joint Use Agreement.

9. Disputes. If a dispute arises relating to the interpretation of, enforcement of, or compliance with the terms of this Agreement, the Parties shall first attempt to resolve such dispute through informal discussions or other alternative means. Any party may convene such discussions by written notice, and shall reasonably accommodate the other party with respect to scheduling any such discussion. If the dispute is not resolved in this manner within thirty (30) days of such written notice, it shall be referred to mediation in which both Parties must participate for a period not to exceed an additional thirty (30) days. This dispute resolution process shall be undertaken in good faith and exhausted

prior to judicial review. However, compliance with this process does not waive any party's obligation to comply with, or right to assert as a defense, any applicable statutes of limitation or administrative procedures. The Parties may agree in writing to toll any applicable statutes of limitation for such period as may reasonably be necessary to complete the dispute resolution process outlined in this section.

10. Successors and Assignees. All terms and conditions of this Agreement shall be binding upon all successors-in-interest.

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

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

13. Attorneys' Fees and Costs. Any party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and each party in that suit or proceeding shall be responsible for its own attorney's fees and costs.

14. Construction. The singular includes the plural, "shall" is mandatory, and "may" is permissive. The Parties acknowledge and agree that each of the Parties and each of the Parties' attorneys have participated fully in the negotiation and drafting of this Agreement. In cases of uncertainty as to the meaning, intent or interpretation of any provision of this Agreement, the Agreement shall be construed without regard to which of the Parties caused, or may have caused, the uncertainty to exist. No presumption shall arise from the fact that particular provisions were or may have been drafted by a specific party.

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

To District:

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

With a copy to Legal Counsel:

Megan E. Macy
LOZANO SMITH
1 Capitol Mall, Suite 640
Sacramento, CA 95814
mmacy@lozanosmith.com

To Park District:

City of Lincoln
Attn: CITY MANAGER
600 Sixth Street
Lincoln, CA 95648
Fax: _____

With a copy to Legal Counsel:

[Insert City Legal Counsel]

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

17. Compliance with Law. Each party agrees to comply with all federal, state, and local laws, statutes, codes, ordinances, rules, regulations, policies and requirements regarding the activities required pursuant to this Agreement, including, but not limited to, the construction of improvements to the Property.

18. Amendments and Waivers. No amendment of or supplement to this Agreement shall be enforceable unless set forth in writing signed by both Parties.

19. Severability. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, but the remainder of the Agreement can be enforced without failure of material consideration to any party, then this Agreement shall remain in full force and effect, unless amended or modified by mutual consent of the Parties.

20. Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single document which shall be deemed an original document.

21. Authority to Sign. By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the party on whose behalf he or she is signing.

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

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been entered into by and between the District and Park District as of the last date set forth below.

**WESTERN PLACER UNIFIED
SCHOOL DISTRICT**

By: _____

Name: _____

Its: Superintendent

Date: _____, 2018

CITY OF LINCOLN

By: _____

Name: _____

Its: City Manager

Date: _____, 2018

Exhibit A

Legal Description and Map of Property

Exhibit B

Map of District Improvement Area

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Adoption of Revised/New
Exhibits/Policies/Regulations

AGENDA ITEM AREA:

Action

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

January 15, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- BP 0420.42 – Charter School Renewal
- BP 3290 – Gifts, Grants and Bequests
- AR 3320 – Claims and Actions Against the District
- AR 3460 – Financial Reports and Accountability
- BP/AR 6145.2 – Athletic Competition
- BP/AR 6178 – Career Technical Education
- BP 6190 – Evaluation of the Instructional Program

RECOMMENDATION:

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

POLICY GUIDESHEET

October 2018

Page 1 of 2

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

BP 0420.42 - Charter School Renewal

(BP revised)

Policy updated to reflect **NEW LAW (AB 1808)** which requires alternative measures for meeting the student achievement criteria for charter renewal in lieu of the Academic Performance Index (API) and **NEW LAW (AB 406)** which prohibits a charter school that is renewed on or after July 1, 2019 from being operated as a for-profit corporation or organization. Policy also clarifies that district boards do not review renewal petitions for charter schools that were authorized by county boards on appeal, and addresses the definition of "receipt" of the petition for purposes of determining the timeline for granting or denying the petition.

BP 3290 - Gifts, Grants and Bequests

(BP revised)

Policy updated to add new section on "Online Fundraising" addressing considerations for approving a crowdfunding Internet platform to raise funds for district, school, or classroom projects or equipment. Policy also adds a prohibition against accepting any gift, grant, or bequest that promotes the use of non-nutritious foods or beverages and provides that any advertising used by a corporate sponsor meet the standards specified in BP 1325 - Advertising and Promotion.

AR 3320 - Claims and Actions Against the District

(AR revised)

Regulation updated to reflect **NEW LAW (SB 1053)** which clarifies that districts do not have the authority to use district-established claims procedures for claims of childhood sexual abuse and that such claims are governed by the timelines and procedures of Code of Civil Procedure 340.1.

AR 3460 - Financial Reports and Accountability

(AR revised)

Regulation updated to add new section on "Report on Expenditures of State Facilities Funds" reflecting state law, as amended by **NEW LAW (AB 1808)**, which requires districts that receive state facilities funding under the Leroy F. Greene School Facilities Act to annually report a list of expenditures for completed facilities projects and conclude an audit within one year of project completion.

BP/AR 6145.2 - Athletic Competition

(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 2009)** which requires any district that offers an interscholastic athletic program to develop a written emergency action plan to be followed in the event of sudden cardiac arrest or other medical emergency. Regulation updated to reflect requirement of AB 2009 to make an automated external defibrillator available at athletic events. Regulation also includes new section on "Heat Illness" reflecting **NEW LAW (AB 2800)** which requires coaching education programs to include training on the signs and symptoms of, and appropriate response to, heat illness.

POLICY GUIDESHEET

October 2018

Page 2 of 2

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

BP/AR 6178 - Career Technical Education

(BP/AR revised)

Policy updated to reflect **NEW FEDERAL LAW (P.L. 115-224)** which reauthorizes the Carl D. Perkins Career and Technical Education Act, retitled as the Strengthening Career and Technical Education for the 21st Century Act, and **NEW LAW (AB 1808)** which amends the California Career Technical Education Incentive Grant Program. Material regarding activities for special populations and consultation with private school representatives moved to AR. Material on program evaluation revised to add requirement to review measures of career technical education pathway completion as part of the annual review of progress toward the goals in the local control and accountability plan (LCAP). Regulation revises section on "Federal Grants for Career Technical Education (Perkins)" to reflect P.L. 115-224, including streamlining the uses of grant funds, adding a requirement for a needs assessment, and changing the definition of "special needs populations." Regulation also deletes section on "Tech Prep Programs" as those programs are no longer funded and are repealed by P.L. 115-224. Section on "Linked Learning Programs" deletes Note regarding linked learning pilot program which repealed on its own terms.

BP 6190 - Evaluation of the Instructional Program

(BP revised)

Policy updated to delete references to the obsolete API and add the California School Dashboard as a source for multiple state and local indicators of strengths and areas in need of improvement in each priority area addressed by the LCAP. Section on "Federal Program Monitoring" deleted as the focus of the policy is on

For Board Approval: January 15, 2019

CHARTER SCHOOL RENEWAL

The Board of Trustees believes that the ongoing operation of a charter school established within the district should be dependent on the school's effectiveness in achieving its mission and goals for student learning and other student outcomes. Whenever a charter school submits a petition for renewal of its charter, the Board shall review the petition in a thorough and timely manner. **The Board itself or by the State Board of Education on appeal after initial denial by the Board.**

(cf. 0420.4 - Charter School Authorization)

(cf. 0420.41 - Charter School Oversight)

(cf. 0420.43 - Charter School Revocation)

(cf. 0500 - Accountability)

No charter school that submits a renewal petition on or after July 1, 2019 shall be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code 47604)

A charter school seeking renewal of its charter is encouraged to submit a petition for renewal to the Board sufficiently early before the **expiration of the term of the charter to allow the Board's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year.** ~~is due to expire.~~

The signature requirement applicable to new charter petitions shall not be applicable to petitions for renewal. (5 CCR 11966.4)

The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. The petition also shall include documentation that the charter school meets at least one of the criteria for academic performance specified in Education Code 47607(b). (Education Code 47607; 5 CCR 11966.4)

Timelines for Board Action

The Board shall not grant a renewal until at least 30 days after the charter school submits such documentation of its academic performance. (Education Code 47607)

Within 30 days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school and obtain public input.

Within 60 days of receiving the renewal petition, or within 90 days if extended by mutual written agreement of the Board and the charter school, the Board shall either grant or deny the request to renew the charter. (Education Code 47607; 5 CCR 11966.4)

CHARTER SCHOOL RENEWAL (continued)***Criteria for Granting or Denying Renewal***

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605. When considering a petition for renewal, the Board shall consider the past performance of the charter school's academics, finances, and operations in evaluating the likelihood of future success, along with plans for improvement, if any. (Education Code 47607; 5 CCR 11966.4)

Each renewal shall be for a period of five years. (Education Code 47607)

The Board shall **not** deny a renewal petition ~~unless only~~ if it makes a written factual findings, **specific to the particular petition**, setting forth specific facts to support one or more of the following grounds: (Education Code 47605, 47607; 5 CCR 11966.4)

1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).
4. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b).
5. The charter school has failed to meet at least one of the following criteria of academic performance:
 - a. ~~Attainment of its Academic Performance Index (API) growth target in the prior year or in two of the last three years, or in the aggregate for the prior three years~~ **Increases in academic achievement for all groups of students schoolwide and among numerically significant student subgroups, as determined using measures identified pursuant to Education Code 52052**
 - b. ~~An API ranking in deciles 4-10 in the prior year or in two of the last three years~~ **Academic performance at least equal to the academic performance of the public schools that the charter school students would otherwise have been required to attend as well as the academic performance of district schools, taking into account the composition of the student population that is served at the charter school**

CHARTER SCHOOL RENEWAL (continued)

Such performance shall be determined based on a review of documented clear and convincing data; student achievement data from assessments, including, but not limited to, state academic achievement tests, for demographically similar student populations in comparison schools; and information submitted by the charter school. The Board shall not grant a renewal until at least 30 days after the submission of any such documentation by the charter school. The Superintendent or designee shall submit to the Superintendent of Public Instruction copies of supporting documentation and a written summary of the basis for the Board's determination.

(cf. 6162.51 - State Academic Achievement Tests)

- c. ~~An API ranking in deciles 4-10 for a demographically comparable school in the prior year or in two of the last three years~~ **Qualification for the state's alternative accountability system for schools that serve high-risk students**
- d. ~~Academic performance at least equal to the academic performance of the public schools that the charter school students would otherwise have been required to attend, as well as the academic performance of district schools, taking into account the composition of the student population that is served at the charter school~~

~~In determining whether the charter school satisfies this criterion, the Board shall base its decision on documented, clear, and convincing data; student achievement data including, but not limited to, results from the Standardized Testing and Reporting Program for demographically similar student populations in comparison schools; and information submitted by the charter school at least 30 days prior to the Board's decision.~~

~~The district shall submit copies of supporting documentation and a written summary of the basis for its determination to the Superintendent of Public Instruction.~~

- e. ~~Qualification for an alternative accountability system pursuant to Education Code 52052(h)~~

If the Board fails to make a written factual finding pursuant to items #1-5 above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition. (5 CCR 11966.4)

CHARTER SCHOOL RENEWAL (continued)

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. (Education Code 47604.32; 5 CCR 11962.1)

If the Board denies a renewal petition, the charter school may submit its application for renewal to the County Board of Education within 30 days of the Board's written factual findings supporting the denial. If the County Board then fails to deny or grant the petition within 60 days of receiving the petition, or within 90 days if extended by written mutual agreement of the charter school and the County Board, the charter school may submit the petition to the State Board of Education.

*Legal Reference:*EDUCATION CODE47600-47616.7 *Charter Schools Act of 1992*52052 *Alternative accountability system*56145-56146 *Special education services in charter schools*60600-60649 *Assessment of academic achievement*CODE OF REGULATIONS, TITLE 511960-11969 *Charter schools*UNITED STATES CODE, TITLE 207223-7225 *Charter schools**Management Resources:*CSBA PUBLICATIONS*The Role of the Charter School Authorizer, Online Course**Charter Schools: A Manual for Governance Teams, rev. 2009**Charter Schools: A Guide for Governance Teams, rev. 2016*WEB SITESCSBA: <http://www.csba.org>California Charter Schools Association: <http://www.calcharters.org>California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>National Association of Charter School Authorizers: <http://www.charterauthorizers.org>U.S. Department of Education: <http://www.ed.gov>

GIFTS, GRANTS AND BEQUESTS

The Board of Trustees may accept any gift, grant, or bequest of money, property, or service to the district from any individual, private agency or organization, **foundation** or other public agency that desires to support the district's educational program. While greatly appreciating suitable donations, the Board shall reject any gift which may directly or indirectly impair its authority to make decisions in the best interest of district students or its ability or commitment to provide equitable educational opportunities.

(cf. 0100 – Philosophy)

(cf. 0200 - Goals for the School District)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0415 – Equity)

(cf. 1260 - Educational Foundation)

(cf. 9270 – Conflict of Interest)

Before accepting any gift, grant, or bequest, the Board shall carefully consider any conditions or restrictions imposed by the donor to ensure their consistency with the district's vision, philosophy, and operations. If the Board believes the district will be unable to fully satisfy the donor's conditions, the gift shall not be accepted.

(cf. 0000 – Vision)

(cf. 0100 – Philosophy)

In addition, the board shall ensure that acceptance of the gift, grant, or bequest does not:

1. Involve creation of a program which the Board would be unable to sustain when the donation is exhausted
2. Entails undesirable or excessive costs
3. Promote the use of violence, drugs, tobacco, or alcohol ~~or the violation of any law or district policy~~

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

4. Imply endorsement of any business or product or unduly commercialize or politicize the school environment

(cf. 1325 - Advertising and Promotion)

5. **Encourage or enable the violation of any law or district policy**

Any gift of books and instructional materials shall be accepted only if they meet regular district criteria for selection of instructional materials.

GIFTS, GRANTS AND BEQUESTS (continued)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 – Supplementary Instructional Materials)

All gifts, grants and bequests shall become district property. Donors are encouraged to donate all gifts to the district rather than to a particular school, **classroom, or teacher**. At the Superintendent or designee's discretion, a gift may be used at a particular school **or teacher**.

When any gift of money received by the district is not immediately used, it shall be placed in the county treasury in accordance with law. (Education Code 41030-41031)

(cf. 3430 – Investing)

The Superintendent or designee shall annually provide a report to the Board indicating the gifts, grants, and/or bequests received on behalf of the district in the preceding fiscal year. The report shall include a statement of account and expenditure of all gifts of money and an inventory of all gifts of physical assets.

(cf. 3440 - Inventories)

(cf. 3460 - Financial Reports and Accountability)

Appreciation

The Board may show appreciation for any donation to the district in any manner it deems appropriate. Such appreciation may take the form of letters of recognition or Board resolutions; plaques, commendations, or awards; planting of commemorative trees or gardens; or naming or renaming of buildings, grounds, or facilities. Conferment of any such honor shall be in accordance with applicable Board policy.

(cf. 1150 - Commendations and Awards)

(cf. 7310 - Naming of Facility)

Corporate Sponsorship

The Board may enter into an agreement or arrangement with an outside entity for the sponsorship of an educational, athletic, or other program or activity. When appropriate, the agreement may allow the outside entity to advertise or promote its business, product, or service in district publications or on district property or web sites.

(cf. 1113 - District and School Web Sites)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 3312 - Contracts)

(cf. 6145.2 – Athletic Competition)

GIFTS, GRANTS AND BEQUESTS (continued)

Every sponsorship agreement shall be in writing and shall be approved by the Board. The Board shall ensure that the district's relationship and arrangement with the sponsor are consistent with the district's mission, values, and goals. Any advertising or promotional message, image, or other depiction to be used by the sponsor shall meet the standards set for commercial advertising on district property and in district-sponsored publications. No message, image, or other depiction that promotes the use of obscene language, pornography, alcohol, tobacco, or prohibited drugs or that advocates unlawful discrimination, use of violence, or the violation of law or district policy shall be allowed.

Each sponsorship agreement shall contain statements including, but not limited to:

1. The purpose of the relationship with the sponsor, details of the benefits to the district, and how the benefits will be distributed.
2. The duration of the agreement and the roles, expectations, rights, and responsibilities of the district and the sponsor, including whether and to what extent the sponsor is allowed to advertise or promote its products and/or services.
3. The authority of the Board to retain exclusive right over the use of the district's name, logo, and other proprietary information. The sponsor's use of such information shall require prior approval of the Board.
4. The authority of the Board to terminate the agreement without any penalty or sanction to the district if the sponsor's message, business, or product becomes inconsistent with district vision, mission, or goals or the sponsor engages in any prohibited activity.
5. The prohibition against the collection of students' personal information except as allowed by law.

(cf. 5022 - Student and Family Privacy Rights)

(cf. 5125 - Student Records)

Online Fundraising

Any person or entity who wishes to conduct an online fundraising campaign, including a crowdfunding campaign, for the benefit of the district, a school, or a classroom shall submit a written request for prior approval to the Superintendent or designee. Approval of requests shall take into consideration compatibility with the district's vision and goals, core beliefs, instructional priorities, and infrastructure; the manner in which donations are collected and distributed; equity of the use of funds; and any other factors deemed relevant or appropriate by the district.

GIFTS, GRANTS AND BEQUESTS (continued)

Any person or entity approved to conduct an online fundraising campaign shall comply with relevant district policies and procedures, including ensuring financial transparency in describing the purpose and use of the funds and protecting student privacy as applicable. Such person or entity shall specify that the district, rather than a staff member, classroom, or school, will own the funded resources.

Funds raised by an online fundraising campaign and donated to the district shall be subject to the same terms, criteria for acceptance, and accountability measures as any other donation as specified in this policy.

Legal Reference:

EDUCATION CODE

1834 Acquisition of materials and apparatus

35160 Power and duties

35162 Power to sue, be sued, hold and convey property

41030 School district may invest surplus monies from bequest or gifts

41031 Special fund or account in county treasury

41032 Authority of school board to accept gift or bequest; investments; gift of land requirements

41035 Advisory committee

41036 Function of advisory committee

41037 Rules and regulations

41038 Applicability of other provisions of chapter

Policy

adopted: September 4, 2007

revised: October 15, 2013

revised: January 15, 2019

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Time Limitations

The following time limitations apply to claims against the district:

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

Receipt of Claims

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

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's **joint powers authority JPA** or insurance carrier in accordance with the applicable conditions of coverage.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Review of Contents of the Claim

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the public employee(s) causing the injury, damage, or loss if known
6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case.
7. The signature of the claimant or the person acting on his/her behalf

Notice of Claim Insufficiency

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, personally deliver or mail to the claimant, at the address stated in the claim or application, a notice that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendments to Claim

Within the time limits provided under the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)**Late Claims**

For claims under item ~~#1~~ **#2** and #3 in the section entitled “Time Limitations” above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim, such claim shall be presented not later than one year after the accrual of the cause of action. (Government Code 905, 911.4)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise or excusable neglect and the district was not prejudiced in its defense **regarding** ~~of~~ the claim by the **claimant's** failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim.
4. The person who sustained the alleged injury, damage or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form set forth in Government Code 911.8. (Government Code 911.8)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless such time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Action on Claim

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not been commenced or barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or designee shall transmit to the claimant written notice of action taken or inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim or application. (Government Code 913, 915.4)

Regulation
approved: September 4, 2007
revised: May 3, 2011
revised: September 18, 2018
revised: January 15, 2019

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

FINANCIAL REPORTS AND ACCOUNTABILITY**Interim Reports**

Each interim fiscal report developed pursuant to Education Code 42130 shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. (Education Code 42130, 42131)

The interim reports shall be based on State Board of Education (SBE) criteria and standards which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected local control funding formula (LCFF) revenue salaries and benefits, other revenues and expenditures, and facilities maintenance. For purposes of assessing projections of LCFF revenue, the first interim report shall be compared to the adopted district budget, and the second interim report shall be compared to the projections in the first interim report. (Education Code 42130; 5 CCR 15453-15464)

(cf. 3100 - Budget)

(cf. 3220.1 - Lottery Funds)

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

The reports shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions (i.e., projected contributions from unrestricted general fund resources to restricted general fund resources, projected transfers to or from the general fund to cover operating deficits in the general fund or any other fund, and capital project cost overruns that may impact the general fund budget), long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 42130; 5 CCR 15453, 15464)

(cf. 3110 - Transfer of Funds)

Audit Report

The Superintendent or designee shall establish a timetable for the completion and review of the annual audit within the deadlines established by law.

The Superintendent or designee shall provide the necessary financial records and cooperate with the auditor selected by the Governing Board to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

The audit shall include an audit of income and expenditures by source of funds for all funds of the district, including the student body and cafeteria funds and accounts, state and federal grant funds, and any other funds under the control or jurisdiction of the district, as well as an audit of student attendance procedures. The audit shall also include a determination of whether LCFF funds were expended in accordance with the district's local control and accountability plan or an approved annual update of the plan. (Education Code 41020)

(cf. 0460 – Local Control and Accountability Plan)

(cf. 3230 – Federal Grant Funds)

(cf. 3430 - Investing)

(cf. 3451 - Petty Cash Funds)

(cf. 3452 - Student Activity Funds)

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

If the district participates in the school district of choice program to accept interdistrict transfers, the Superintendent or designee shall notify the auditor, prior to the commencement of the audit, that the audit must include a review of the district's compliance with specified program requirements. (Education Code 48301)

(cf. 5117 - Interdistrict Attendance)

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal, summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Auditing Standards, Amendment #3, published by the U.S. Government Accountability Office. (Education Code 41020)

Report on Expenditures of State Facilities Funds

When the district participates in the school facilities program pursuant to Education Code 17070.10-17079.30, the Superintendent or designee shall annually report a detailed list of all expenditures of state facilities funds, including interest, and of the district's matching funds for completed projects until all such funds are expended. The report shall identify expenditures on a project-by-project basis, reflect completed projects that were reimbursed within that fiscal year, and clearly indicate the list of projects that have been completed. (Education Code 41024; 2 CCR 1859.104)

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

Audits of facilities projects shall be concluded within one year of project completion, and shall be included as part of the district's audit for the fiscal year in which the project is reported as completed. A project shall be deemed completed when any of the following conditions is met: (Education Code 41024; 2 CCR 1859.104)

- 1. When the notice of completion for the project has been filed, all outstanding invoices, claims, and change orders have been satisfied, and the facility is currently in use by the district**
- 2. Three years from the date of the final fund release for an elementary school project**
- 3. Four years from the date of the final fund release for a middle or high school project**

Fund Balance

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact
2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law
3. Committed fund balance, including amounts constrained to specific purposes by the Board
4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose
5. Unassigned fund balance, including amounts that are available for any purpose

Negative Balance Report

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**Non-Voter-Approved Debt Report**

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent and the county auditor. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with related repayment schedules and evidence of the district's ability to repay the obligation. (Education Code 17150)

(cf. 3470 – Debt Issuance and Management)

(cf. 7214-General Obligation Bonds)

When the Board is considering the issuance of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and county auditor no later than 30 days before the Board's approval to proceed with issuance. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

Other Postemployment Benefits Report

In accordance with GASB Statement 75, the district's financial statements shall report the annual expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at a public meeting of the Board. (Education Code 42140)

The district's financial obligation for OPEBs shall be reevaluated every two years in accordance with GASB 75

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

Workers' Compensation Claims Report

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of workers' compensation claims. The estimate of costs shall be based on an actuarial report completed at least every three years by a qualified actuary. (Education Code 42141)

Regulation
approved: September 4, 2007
revised: November 16, 2010
revised: May 17, 2011
revised: April 15, 2014
revised: June 2, 2015
revised: February 7, 2017
revised: January 15, 2018

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

ATHLETIC COMPETITION

The Board of Trustees recognizes that the district's athletic program constitutes an integral component of the educational program and helps to build a positive school climate. The athletic program also promotes the physical, social and emotional well-being and character development of participating students. The district's athletic program shall be designed to meet students' interests and abilities and be varied in scope to attract wide participation.

(cf. 3541.1 - Transportation for School-Related Trips)
(cf. 5030 - Student Wellness)
(cf. 5137 - Positive School Climate)
(cf. 6142.7 - Physical Education)
(cf. 7110 - Facilities Master Plan)

All athletic teams shall be supervised by qualified coaches to ensure that student athletes receive appropriate instruction and guidance related to safety, health, sports skills, and sportsmanship. Athletic events shall be officiated by qualified personnel.

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

The Board encourages business and community support for district athletic programs, subject to applicable district policies and regulations governing advertisements and donations.

(cf. 1260 - Educational Foundation)
(cf. 1321 - Solicitation of Funds from and by Students)
(cf. 1325 - Advertising and Promotion)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 3290 - Gifts, Grants and Bequests)

Nondiscrimination and Equivalent Opportunities in the Athletic Program

The district's athletic program shall be free from discrimination and discriminatory practices prohibited by state and federal law, including, but not limited to, the use of any racially derogatory or discriminatory school or athletic team name, mascot, or nickname. The Superintendent or designee shall ensure that equivalent athletic opportunities are provided for males and females, and that students are permitted to participate in athletic activities consistent with their gender identity.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

Any complaint **alleging discrimination in** regarding the district's athletic program shall be filed in accordance with the district's uniform complaint procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

ATHLETIC COMPETITION (continued)

California Interscholastic Federation

Any district school that participates in the California Interscholastic Federation (CIF) shall conduct its athletic activities in accordance with CIF bylaws and rules and any applicable district policy and regulation. The Superintendent or designee shall have responsibility for the district's interscholastic athletic program, while the principal or designee at each participating school shall be responsible for the site-level decisions, as appropriate.

The Board shall annually designate a representative to the local CIF league from each school that participates in CIF sports. The Superintendent or designee shall recommend a candidate for the position who demonstrates an understanding of the district's goals for student learning and interscholastic activities, knowledge of the athletic programs, awareness of the implications of league decisions for the school and the district, and interpersonal communication and leadership skills.

The designated representative(s) shall vote on issues that impact interscholastic athletics at the league and section levels, perform any other duties required by the CIF league, and report regularly to the Board on league, section, and statewide issues related to athletic programs.

(cf. 0500 - Accountability)

Student Eligibility

Eligibility requirements for participation in the district's interscholastic athletic program, including eligibility requirements pertaining to academic achievement, shall be the same as those set by the district for participation in extracurricular and cocurricular activities.

(cf. 3530 - Risk Management/Insurance)

(cf. 5111.1 - District Residency)

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

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

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

In addition, the Superintendent or designee shall ensure that students participating in interscholastic athletics governed by the CIF satisfy CIF eligibility requirements.

Students shall not be charged a fee to participate in an athletic program, including, but not limited to, a fee to cover the cost of uniforms, lockers, or athletic equipment.

(cf. 3260 - Fees and Charges)

(cf. 5143 - Insurance)

ATHLETIC COMPETITION (continued)

Sportsmanship

The Board values the quality and integrity of the athletic program and the character development of student athletes. Student athletes, coaches, parents/guardians, spectators, and others are expected to demonstrate good sportsmanship, ethical conduct, and fair play during all athletic competitions. They shall also abide by the core principles of trustworthiness, respect, responsibility, fairness, caring, and good citizenship and the Codes of Ethics adopted by California Interscholastic Federation (CIF).

Students and staff may be subject to disciplinary action for improper conduct.

(cf. 3515.2 – Disruptions)

(cf. 4118 – ~~Suspension/Dismissal~~/Suspension/Disciplinary Action)

(cf. 4218 – Dismissal/Suspension/Disciplinary Action)

(cf. 5131 – Conduct)

(cf. 5131.1 – Bus Conduct)

(cf. 5131.4 – Student Disturbances)

(cf. 5144 – Discipline)

(cf. 5144.1 – Suspension and Expulsion/Due Process)

(cf. 5144.2 – Suspension and Expulsion/Due Process (Individuals with Disabilities))

Health and Safety

The Board desires to give student health and safety the highest consideration in planning and conducting athletic activities.

Students shall have a medical clearance before participating in the interscholastic athletic program. Care shall be taken to ensure that all athletic trainings and competitions are conducted in a manner that will not overtax the physical capabilities of the participants. When appropriate, protective equipment shall be used to prevent or minimize injuries.

(cf. 5131.61 – Drug Testing)

(cf. 5131.63 – Steroids)

(cf. 5141.3 – Health Examinations)

(cf. 5141.6 – School Health Services)

(cf. 5141.7 – Sun Safety)

(cf. ~~5143 – Insurance~~)

Coaches and appropriate district employees shall take every possible precaution to ensure that athletic equipment is kept in safe and serviceable condition. The Superintendent or designee shall ensure that all athletic equipment is cleaned and inspected for safety before the beginning of each school year.

(cf. 5142 – Safety)

ATHLETIC COMPETITION (continued)

The Superintendent or designee shall develop a written emergency action plan that describes the location of automated external defibrillator(s) and procedures to be followed in the event of sudden cardiac arrest or other medical emergency related to the athletic program's activities or events. The plan shall be posted in accordance with guidelines of the National Federation of State High School Associations. (Education Code 35179.4)

In the event of ~~an serious injury or a perceived imminent risk to a student's health, such as a concussion or pass out, fainting, or other sign of sudden cardiac arrest,~~ during or immediately after an athletic activity, the coach or any other district employee who is present shall remove the student athlete from activity, observe universal precautions in handling blood or other bodily fluid, and/or seek medical treatment for the student as appropriate.

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.22 - Infectious Diseases)

Whenever ~~an serious injury or illness~~ is suffered by a student **athlete, the Superintendent or designee shall notify the student's parent/guardian of the date, time, and extent of any injury **or illness** suffered by the student and any actions taken to treat the student.**

Legal Reference: (see next page)

ATHLETIC COMPETITION (continued)*Legal Reference:***EDUCATION CODE***200-261 Prohibition of discrimination on the basis of sex**17578 Cleaning and sterilizing of football equipment**17580-17581 Football equipment**32220-32224 Insurance for athletic teams, especially:**32221.5 Required insurance for athletic activities**33353-33353.5 California Interscholastic Federation; implementation of policies, insurance program**33354 CDE authority over interscholastic athletics**33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act**35160.5 District policies; rules and regulations**35179 Interscholastic athletics**35179.1 California High School Coaching Education and Training Program****35179.4 Emergency action plan****35179.5 Interscholastic athletics; limitation on full-contact practices****35179.6 Automated external defibrillator, athletic activities****48850 Interscholastic athletics; student in foster care and homeless students**48900 Grounds for suspension and expulsion**48930-48938 Student organizations**49010-49013 Student fees**49020-49023 Athletic programs; legislative intent, equal opportunity**49030-49034 Performance-enhancing substances**49458 Health examinations, interscholastic athletic program**49475 Health and safety, concussions and head injuries**49700-49701 Education of children of military families**51242 Exemption from physical education for high school students in interscholastic athletic program***HEALTH AND SAFETY CODE*****1797.196 Automated external defibrillator*****PENAL CODE***245.6 Hazing***CODE OF REGULATIONS, TITLE 5***4900-4965 Nondiscrimination in elementary and secondary education programs**4920-4922 Nondiscrimination in intramural, interscholastic, and club activities**5531 Supervision of extracurricular activities of pupils**5590-5596 Employment of noncertificated coaches***UNITED STATES CODE, TITLE 20***1681-1688 Discrimination based on sex or blindness, Title IX***CODE OF FEDERAL REGULATIONS, TITLE 34*****106.31-106.42 Nondiscrimination on the basis of sex in education programs or activities prohibited****106.33 Comparable facilities**106.41 Nondiscrimination in athletic programs***COURT DECISIONS***Mansourian v. Regents of University of California, (2010) 594 F. 3d 1095**McCormick v. School District of Mamaroneck, (2004) 370 F.3d 275**Kahn v. East Side Union High School District, (2003) 31 Cal. 4th 990**Hartzell v. Connell, (1984) 35 Cal. 3d 899**Management Resources: (see next page)*

ATHLETIC COMPETITION (continued)

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination, March 2017

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013

CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS

Athletic Department Emergency Action Plan: Response Teams

California Interscholastic Federation Constitution and Bylaws

A Guide to Equity in Athletics

Guidelines for Gender Identity Participation

Keep Their Heart in the Game: A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

Event Emergency Guidelines, 2013

Pursuing Victory with Honor, 1999

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Heads Up: Concussion in High School Sports, Tool Kit, June 2010

Heads Up: Concussion in Youth Sports, Tool Kit, July 2007

Acute Concussion Evaluation (ACE) Care Plan, 2006

NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS PUBLICATIONS

Emergency Action Planning Guide for After-School Practices and Events

U.S. DEPARTMENT OF EDUCATION FOR CIVIL RIGHTS PUBLICATIONS

Withdrawal of Dear Colleague Letter on Transgender Students, Dear Colleague Letter, February 22, 2017

Interscholastic Athletics Policy Clarification: The Three-Part Test - Part Three, Dear Colleague letter, April 20, 2010

WEB SITES

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

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

California Interscholastic Federation: <http://www.cifstate.org>

Centers for Disease Control and Prevention, Concussion Resources: <http://www.cdc.gov/concussion>

National Federation of State High School Associations: <http://www.nfhs.org>

National Operating Committee on Standards for Athletic Equipment: <http://www.nocsae.org>

U.S. Anti-Doping Agency: <http://www.usada.org>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

Policy

adopted: October 21, 2008

revised: February 21, 2012

revised: January 20, 2015

revised: September 5, 2017

revised: January 15, 2019

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

ATHLETIC COMPETITION**Nondiscrimination and Equivalent Opportunities in the Athletic Program**

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of **any** actual or perceived **characteristic sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, ancestry, national origin, religion, color, mental or physical disability, or any other basis** specified in law **and BP 0410 – Nondiscrimination in District Programs and Activities**. (Education Code 220, 221.5, 230; 5 CCR 4920; 34 CFR 106.41)

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

(cf. 5145.3 – Nondiscrimination/Harassment)

The Superintendent or designee may provide single-sex teams where selection for the teams is based on competitive skills. (5 CCR 4921 4621; 34 CFR 106.41)

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with his/her gender identity and for which he/she is otherwise eligible to participate, irrespective of the gender listed on the student's records. (Education Code 221.5)

(cf. 5125 – Student Records)

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

The Superintendent or designee shall ensure that equivalent opportunities are available to both sexes in athletic programs by considering, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the selection of sports and levels of competition offered effectively accommodate the interests and abilities of both sexes

The athletic program may be found effectively to accommodate the interests and abilities of both sexes using any one of the following tests: (Education Code 230)

- a. Whether the interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments.

ATHLETIC COMPETITION (continued)

- b. When the members of one sex have been and are underrepresented among interscholastic athletes, **whether** the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex.
 - c. When the members of one sex are currently underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #1b above, **whether** the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program.
2. The provision and maintenance of equipment and supplies
 3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices
 4. Travel and per diem allowances
 5. Opportunities to receive coaching and academic tutoring
 6. Assignment and compensation of coaches and tutors
 7. Provision of locker rooms, practice **facilities**, and competitive facilities
 8. Provision of medical and training facilities and services
 9. Provision of housing and dining facilities and services
 10. Publicity
 11. Provision of necessary funds

Each school that offers competitive athletics shall, at the end of the school year, post on its school web site, or on the district web site if the school does not have a web site, the following information: (Education Code 221.9)

1. The total enrollment of the school, classified by gender
2. The number of students enrolled at the school who participate in competitive athletics, classified by gender
3. The number of boys' and girls' teams, classified by sport and by competition level

(*cf. 1113 – District and School Web Sites*)

ATHLETIC COMPETITION (continued)

The data reported for items #1-3 above shall reflect the total number of players on a team roster on the official first day of competition. The materials used to compile this information shall be retained by the school for at least three years after the information is posted on the web site. (Education Code 221.9)

(cf. 3580 – District Records)

Concussions and Head Injuries

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student's initiating practice or competition. (Education Code 49475)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall provide training to coaches, **and/or** athletic trainers, ~~and/or school nurses~~ regarding concussion symptoms, prevention, and appropriate response. **(Education Code 35179.1, 49032)**

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. If the health care provider determines that the athlete sustained a concussion or a head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. (Education Code 49475)

~~The Superintendent or designee shall notify the student's parent/guardian of the date, time, and extent of any injury suffered by the student and any actions taken to treat the student.~~

A middle school or high school football team shall not hold a full-contact practice during the off-season and shall not conduct more than two full-contact practices per week during the preseason and regular season (from 30 days before the commencement of the regular season until the completion of the final interscholastic football game of that season). In addition, the full-contact portion of a practice shall not exceed 90 minutes in any single day. For these purposes, *full-contact practice* means a practice where drills or live action is conducted that involves collisions at game speed, where players execute tackles and other activity that is typical of an actual tackle football game. (Education Code 35179.5)

ATHLETIC COMPETITION (continued)***Heat Illness***

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the signs and symptoms of, and the appropriate response to, heat illness, including heat cramps, heat syncope, heat exhaustion, and exertional heat stroke. (Education Code 35179.1, 49032)

Sudden Cardiac Arrest

The Superintendent or designee shall distribute the California Interscholastic Federation (CIF) information sheet on sudden cardiac arrest to all student athletes who will be participating in a CIF-governed athletic activity and to their parents/guardians. The student and parent/guardian shall sign and return the information sheet prior to the student's participation in the athletic activity. If an athletic activity is not covered by the CIF, the student and his/her parent/guardian shall, prior to participating in the athletic activity, sign and return an acknowledgement that they have received and reviewed the sudden cardiac arrest information posted on the California Department of Education's web site. (Education Code 33479.2, 33479.3)

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the nature and warning signs of sudden cardiac arrest. (Education Code 33479.6, 33479.7, 35179.1, 49032)

If a student athlete passes out or faints, or is known to have passed out or fainted, while participating in or immediately following his/her participation in an athletic activity, the student shall be removed from participation at that time. If a student exhibits any other symptoms of sudden cardiac arrest, including seizures during exercise, unexplained shortness of breath, chest pains, dizziness, racing heart rate, or extreme fatigue, he/she may be removed from participation by a coach or other employee who observes these symptoms. If any such symptoms are observed, notification shall be given to the student's parent/guardian so that the parent/guardian can determine the treatment, if any, the student should seek. A student who has been removed from participation shall not be permitted to return until he/she is evaluated and given written clearance to return to participation by a health care provider. (Education Code 33479.2, 33479.5)

Automated External Defibrillators

The Superintendent or designee shall acquire at least one automated external defibrillator (AED) for each district school and shall make the AED(s) available to coaches, athletic trainers, and/or other authorized persons at athletic activities or events for the purpose of providing emergency care or treatment to students, spectators, and other individuals in attendance at athletic activities and events. (Education Code 35179.6)

ATHLETIC COMPETITION (continued)

(cf. 5141 - Health Care and Emergencies)

The district shall comply with all requirements of Health and Safety Code 1797.196 pertaining to any AED acquired by the district, including, but not limited to, regular maintenance and testing of the AED and the provision and posting of information regarding the proper use of the AED. (Education Code 35179.6; Health and Safety Code 1797.196)

Additional Parent Notifications

Before a student participates in interscholastic athletic activities, the Superintendent or designee shall, in addition to provide his/her parents/guardians with information on the signs and symptoms of concussions and sudden cardiac arrest as described above, send a notice to the student's parents/guardians which:

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

(cf. 1312.3 - Uniform Complaint Procedures)

2. Includes a copy of students' Title IX rights pursuant to Education Code 221.8
3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite its commitment to provide for every participant's health and welfare

(cf. 3530 - Risk Management/Insurance)

4. Provides information about insurance protection pursuant to Education Code 32221.5

(cf. 5143 - Insurance)

5. Requests parental permission for the student to participate in the program and, if appropriate, be transported by the school to and from competitions

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

6. States the district's expectation that students adhere strictly to all safety rules, regulations and instructions, as well as rules and guidelines related to conduct and sportsmanship

(cf. 5144 – Discipline)

(cf. 5144.1 – Suspension and Expulsion/Due Process)

ATHLETIC COMPETITION (continued)

7. Includes a copy of the local California Interscholastic Federation (CIF) league rules
8. Includes information about the CIF bylaw and district policy requiring any student athlete and his/her parent/guardian to sign a statement that the student will not use steroids, unless prescribed by a licensed health care practitioner, or prohibited dietary supplements that include substances banned by the U.S. Anti-Doping Agency

(cf. 5131.63 - Steroids)

Regulation
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revised: April 1, 2014
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WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

VOCATIONAL CAREER TECHNICAL EDUCATION

~~**Cautionary Notice:** As added and amended by SBX3-4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4-2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs and provides that districts are deemed in compliance with the program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result of this flexibility, the district may choose to temporarily suspend certain provisions of the following policy or administrative regulation that reflect those requirements. However, this flexibility does not affect or alter any existing contract or bargaining agreement that the district may have in place. Thus, districts should examine the terms of those contracts and agreements and consult with district legal counsel for additional guidance. Also see BP 2210—Administrative Discretion Regarding Board Policy.~~

The Board of Trustees desires to provide a comprehensive career technical education (CTE) program in the secondary grades which integrates core academic instruction with technical and occupational instruction in order to increase student achievement, graduation rates, and readiness for postsecondary education and employment. The district's CTE program shall be designed to help students develop the academic, career, and technical skills needed to succeed in a knowledge- and skills-based economy. The program shall include a rigorous academic component and provide students with a strong experience and understanding of all aspects of an industry.

(cf. 6143 - Courses of Study)

(cf. 6200 - Adult Education)

The district's CTE program shall focus on preparing students to enter current or emerging high-skill, high-wage, and/or high-demand occupations. CTE opportunities may be offered through linked learning programs, partnership academies, apprenticeship programs or orientation to apprenticeships, regional occupational centers or programs, (ROC/Ps), ~~tech prep programs~~, charter schools, small learning communities, **magnet programs**, or other programs that expose students to career options while preparing them for future careers in a given industry or interest area.

(cf. 0420.4 - Charter School Authorization)

(cf. 6178.2 - Regional Occupational Center/Program)

~~The Board shall review and approve all district plans and applications for the use of state and/or federal funds supporting CTE.~~

The Superintendent or designee shall explore available funding sources that may be used to support CTE programs. The Board shall review and approve all district plans and applications for the use of district, state, and/or federal funds supporting CTE.

(cf. 3230 - Federal Grant Funds)

The Board shall adopt district standards for CTE which meet or exceed the state's model content standards and describe the essential knowledge and skills that students enrolled in these courses are expected to master. The course curriculum shall be aligned with district-adopted standards and the state's curriculum framework.

(cf. 6011 - Academic Standards)

VOCATIONAL EDUCATION (continued)

(cf. 6141 - Curriculum Development and Evaluation)

At least every three years, the Board shall compare the district's curriculum, course content, and course sequence of CTE with the model state curriculum standards. (Education Code 52376)

The Superintendent or designee shall systematically review the district's CTE classes to determine the degree to which each class may offer an alternative means for completing and receiving credit for specific portions of the course of study prescribed by the district for high school graduation. The Board shall ensure that these classes are equivalent in content and rigor to the courses prescribed for graduation. (Education Code 52376)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

The Superintendent or designee shall develop partnerships with local businesses and industries to ensure that course sequences, career technical and integrated curriculum, classroom instruction and projects, and assessments have real-world relevance and reflect labor market needs and priorities. He/she also shall work to develop connections with businesses, postsecondary institutions, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities.

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 5113.2 - Work Permits)

(cf. 6178.1 - Work-Based Learning)

The Superintendent or designee shall collaborate with postsecondary institutions to ensure that the district's program is articulated with postsecondary programs in order to provide a sequential course of study. Articulation opportunities may include dual or concurrent enrollment in community college courses.

(cf. 6172.1 - Concurrent Enrollment in College Classes)

The Superintendent or designee shall inform all secondary students and their parents/guardians about the CTE experiences available in the district, CTE courses that satisfy college admission criteria, and, if applicable, CTE courses that satisfy high school graduation requirements. In addition, secondary students shall receive individualized career guidance and academic counseling which provides information about academic and CTE opportunities related to the student's career goals.

(cf. 5145.6 - Parental Notifications)

(cf. 6164.2 - Guidance/Counseling Services)

CAREER TECHNICAL EDUCATION (continued)

Prior to the beginning of each school year, the Superintendent or designee shall advise students, parents/guardians, employees, and the general public that all CTE opportunities are offered without regard to any actual or perceived characteristic protected from discrimination by law. The notification shall be disseminated in languages other than English as needed and shall state that the district will take steps to ensure that the lack of English language skills will not be a barrier to admission and participation in the district's CTE program. (20 USC 2354; 34 CFR 100 Appendix B, 104.8, 106.9)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.3 - Uniform Complaint Procedures)

To the extent required by law, the Superintendent or designee shall invite the participation of private school students in CTE programs supported by federal funding under the Strengthening Career and Technical Education for the 21st Century Act (Perkins). (20 USC 2397)

The Superintendent or designee shall ensure that teachers of CTE courses possess the qualifications and credentials necessary to teach their assigned courses. He/she also shall provide teachers and administrators with professional development designed to enhance their knowledge of standards-aligned CTE and shall provide opportunities for CTE teachers to collaborate with teachers of academic courses in the development and implementation of integrated curriculum models.

(cf. 4112.2 - Certification)
(cf. 4131 - Staff Development)
(cf. 4331 - Staff Development)

The Superintendent or designee shall provide counselors and other guidance personnel with professional development that includes, but is not limited to, information about current workforce needs and trends, requirements of the district's CTE program, work-based learning opportunities, and postsecondary education and employment options following high school.

~~Upon written request from a nonprofit private school within the geographical area served by the district, the Superintendent or designee shall consult with private school representatives in a timely and meaningful manner and may provide for the participation of private school secondary students in the district's programs and activities funded under the federal Carl D. Perkins Career and Technical Education Act. To the extent practicable, the Superintendent or designee also shall, upon request, permit participation of CTE teachers, administrators, and other personnel from private schools in the district's inservice and preservice professional development programs funded through the Perkins Act. (20 USC 2397)~~

The Superintendent or designee shall regularly assess district needs for facilities, technologies, and equipment to increase students' access to the district's CTE program.

CAREER TECHNICAL EDUCATION (continued)*(cf. 0440 - District Technology Plan)**(cf. 3440 - Inventories)**(cf. 3512 - Equipment)**(cf. 7110 - Facilities Master Plan)*

The Superintendent or designee shall annually report to the Board achievement data on participating students, including, but not limited to, the percentage of participating students who successfully complete CTE programs, their performance on state and district academic achievement tests, and graduation rate. Data shall be disaggregated by program and various student subgroups. Based on such data, the Board shall determine the need for program improvements and update the goals in the district's local control and accountability plan as necessary.

*(cf. 0500 - Accountability)**(cf. 6162.5 - Student Assessment)**(cf. 6162.51 - Standardized Testing and Reporting Program)**(cf. 6162.52 - High School Exit Examination)**(cf. 6190 - Evaluation of the Instructional Program)***Nondiscrimination**

~~The district's program shall provide equal access to and shall not unlawfully discriminate against students who are members of special populations. *Special populations* include, but are not limited to, students with disabilities; students from economically disadvantaged families, including foster youth; single parents and single pregnant females; displaced homemakers; students with limited English proficiency; and students preparing for nontraditional fields. *Nontraditional fields* include occupations or fields of work, including careers in computer science, technology, and other emerging high skill occupations, for which individuals from one gender constitute less than 25 percent of the individuals employed in each such occupation or field of work. (20 USC 2302, 2354, 2373)~~

~~Prior to the beginning of each school year, the Superintendent or designee shall advise students, parents/guardians, employees, and the general public that all CTE opportunities are offered without regard to any actual or perceived characteristic protected from discrimination by law. (34 CFR 100.B, 104.8, 106.9)~~

*(cf. 0410 - Nondiscrimination in District Programs and Activities)**(cf. 1312.3 - Uniform Complaint Procedures)*

~~The above notification shall be disseminated in languages other than English as needed and shall state that the district will take steps to ensure that the lack of English language skills will not be a barrier to admission and participation in the district's CTE program. (20 USC 2354; 34 CFR 100.B)~~

CAREER TECHNICAL EDUCATION (continued)**School and Community Involvement**

~~The Board shall appoint a CTE advisory committee to develop recommendations on the district's CTE program and to serve as a liaison between the district and potential employers. The committee shall consist of at least one student, teacher, business representative, industry representative, school administrator, member of the general public knowledgeable about the disadvantaged, and representative of the field office of the California Department of Employment Development (Education Code 8070)~~

~~(cf. 1220—Citizen Advisory Committees)~~

~~The district also shall involve parents/guardians; students; academic and CTE teachers; administrators; career guidance and academic counselors; representatives of tech prep consortia if applicable, business and industry, labor organizations, and special populations; and other interested individuals in the development, implementation, and evaluation of CTE programs. (20 USC 2354)~~

Program Evaluation

~~The Board shall monitor the achievement of students participating in the district's CTE program in order to determine the need for program improvements. The Superintendent or designee shall annually report to the Board and the California Department of Education on program enrollment and completion rates, including enrollment and completion of programs in nontraditional fields as defined in 20 USC 2302; student academic assessment results; attainment of career and technical skill proficiencies; attainment of a high school diploma or equivalent; graduation rates; and subsequent placement in postsecondary education or advanced training, military service, or employment. Data shall be disaggregated, in accordance with 20 USC 2323, by race, ethnicity, gender, disability status, migrant status, English proficiency, and economic disadvantage status and for each special population as defined in 20 USC 2302 and listed in the section "Nondiscrimination" above.~~

Legal Reference: (see next page)

CAREER TECHNICAL EDUCATION (continued)*Legal Reference:*EDUCATION CODE*1205 Classification of counties**8006-8156 Career technical education**17078.70-17078.72 Career technical education facilities**33430-33432 Health science and medical technology grants**35168 Inventory of equipment**~~41505-41508 Pupil Retention Block Grant~~**41540-41544 Targeted instructional improvement block grant**44257.3 CTC recognition of study in linked learning teaching methods**44260-44260.1 Designated subjects career technical education credential**44260.9 Designated subjects career technical education credential**48430 Legislative intent; continuation education schools and classes**48980 Parental notifications**51220-51229 Courses of study, grades 7-12**51760-51769.5 Work experience education****52060-52077 Local control and accountability plan****52300-52499.66 Career technical education**52519-52520 Adult education, occupational training**~~53080-53084 School-to-career initiatives~~****53010-53016 California Career Pathways Trust******53070-53076.4 The California Career Technical Education Incentive Grant Program****53086 California Career Resource Network**54690-54699.1 California Partnership Academies**54750-54760 California Partnership Academies, green technology and goods movement occupations**56363 Related services for students with disabilities; specially designed career technical education**66205.5-66205.9 Approval of career technical education courses for admission to California colleges**88500-88551 Community college economic and workforce development program*GOVERNMENT CODE*54950-54963 Brown Act*LABOR CODE*3070-3099.5 Apprenticeships*CODE OF REGULATIONS, TITLE 5*1635 Credit for work experience education**3051.14 Specially designed career technical education for students with disabilities**10070-10075 Work experience education**10080-10092 Community classrooms**10100-10111 Cooperative vocational education**11500-11508 Regional occupational centers and programs**11535-11538 Career technical education contracts with private postsecondary schools**11610-11611 Regional adult and vocational education councils*CODE OF REGULATIONS, TITLE 8*200-240 Apprenticeships*UNITED STATES CODE, TITLE 20*~~2301-2414 Carl D. Perkins Strengthening Career and Technical Education for the 21st Century Act of 2006~~**6301-6578 Improving the Academic Achievement of the Disadvantaged**Legal Reference: (see next page)*

CAREER TECHNICAL EDUCATION (continued)*Legal Reference: (continued)*CODE OF FEDERAL REGULATIONS, TITLE 3476.730-76.731 Records related to federal grant programs80.32 Equipment acquired with federal funds80.42 Record retention100.B Appendix B Guidelines for eliminating discrimination in career technical education programs104.1-104.39 Section 504 of the Rehabilitation Act of 1973106.1-106.61 Discrimination on the basis of sex, effectuating Title IX*Management Resources:*CSBA PUBLICATIONSOrientation to Apprenticeship Overview, Construction Management Task Force Fact Sheet, November 2007A Governance Perspective: Interviews with School Board Members from the Nine Linked Learning Initiative School Districts, March 2014The Linked Learning Approach to High School Reform, Governance Brief, January 2014CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS2008-2012 State Plan for Career Technical EducationCalifornia Career Technical Education Model Curriculum Standards, Grades Seven Through Twelve, January 2013Multiple Pathways to Student Success: Envisioning the New California High School, 2010Regional Occupational Centers and Programs Operations Handbook March 2008Model Programs and Practices: Setting Standards for Regional Occupational Centers and Programs (ROCPs), rev. October 2007Career Technical Education Framework for California Public Schools, Grades Seven Through Twelve, January 2007California Career Technical Education Model Curriculum Standards, Grades Seven Through Twelve, May 2005Management of Vocational Education Equipment, April 2000CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS, DIVISION OF APPRENTICESHIP STANDARDS PUBLICATIONSOrientation to Apprenticeships: A Guide for Educators, January 2004WEB SITESCSBA: <http://www.csba.org>Association for Career and Technical Education: <http://www.acteonline.org>California Association of Regional Occupational Centers and Programs: <http://www.carocp.org>California Career Resource Network: <http://www.californiacareers.info>California Department of Education, Career Technical Education: <http://www.cde.ca.gov/ci/ct>California Department of Employment Development: <http://www.edd.ca.gov>California Department of Industrial Relations: <http://www.dir.ca.gov>California Workforce Investment Development Board: <http://www.calwia.org>Commission on Teacher Credentialing: <http://www.ctc.ca.gov>University of California, a-g Course Submissions: http://www.ucop.edu/a-gGuide/ag/course_submissionsU.S. Department of Education, Office of Vocational and Adult Education:<http://www.ed.gov/about/offices/list/ovae/pi/cte/index.html>U.S. Department of Labor, Bureau of Labor Statistics: <http://www.bls.gov>**Policy**

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revised: November 6, 2018

revised: January 15, 2019

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

CAREER TECHNICAL EDUCATION**Federal Grants for Career Technical Education (Perkins)**

The district shall submit to the California Department of Education an application for a basic grant of the federal Strengthening Career and Technical Education for the 21st Century Act. The application shall address the components specified in 20 USC 2354 and any additional requirements specified in the state plan developed pursuant to 20 USC 2342. (20 USC 2354)

(cf. 3230 - Federal Grant Funds)

The district shall conduct a needs assessment in accordance with 20 USC 2354, which shall be updated at least once every two years. The needs assessment shall be conducted in consultation with representatives of district CTE programs, postsecondary CTE programs, state or local workforce development boards and businesses, parents/guardians, students, and other specified stakeholders. (20 USC 2354)

To meet the needs identified in the needs assessment, the Superintendent or designee shall develop, coordinate, implement, or improve CTE programs that are of sufficient size, scope, and quality to be effective and that fulfill the following purposes: (20 USC 2355)

1. Provide career exploration and career development activities through an organized, systematic framework designed to aid students, including students in the middle grades, in making informed plans and decisions about future education and career opportunities and programs of study. Such activities shall occur before students enroll and while they are participating in a CTE program, and may include:
 - a. Introductory courses or activities focused on career exploration and career awareness, including non-traditional fields
 - b. Readily available career and labor market information, including information on occupational supply and demand, educational requirements, other information on careers aligned to economic priorities, and employment sectors
 - c. Programs and activities related to the development of student graduation and career plans
 - d. Career guidance and academic counselors who provide information on postsecondary education and career options
 - e. Any other activity that advances knowledge of career opportunities and assists students in making informed decisions about future education and employment goals, including nontraditional fields

CAREER TECHNICAL EDUCATION (continued)

- f. Activities that provide students with strong experience in, and comprehensive understanding of, all aspects of an industry

(cf. 6143 - Courses of Study)

2. Provide the skills necessary to pursue careers in high-skill, high-wage, or in-demand industry sectors or occupations

(cf. 5113.2 - Work Permits)

(cf. 6178.1 - Work-Based Learning)

3. Integrate academic skills into CTE programs and programs of study to support participating students in meeting state academic standards
4. Provide professional development for teachers, school leaders, administrators, specialized instructional support personnel, guidance counselors, and/or paraprofessionals, which may include the types of activities listed in 20 USC 2355

(cf. 4131 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 6164.2 - Guidance/Counseling Services)

5. Plan and carry out elements that support the implementation of CTE programs and programs of study and that result in increased student achievement. Such elements may include curriculum aligned with program requirements, sustainable relationships among community stakeholders, opportunities for students to participate in accelerated learning programs, equipment and instructional materials aligned with business and industry needs, and other activities specified in 20 USC 2355.
6. Develop and implement evaluations of the activities funded by the grant

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

The district's program shall provide activities to prepare special populations for high-skill, high-wage, or in-demand industry sectors or occupations that will lead to self-sufficiency. Special populations shall be provided with equal access to CTE programs and shall not be unlawfully discriminated against. *Special populations* include, but are not limited to, students with disabilities, students from economically disadvantaged families, pregnant and parenting students, out-of-work individuals, English learners, homeless students, foster youth, children of military families, and students preparing for nontraditional fields. *Nontraditional fields* include occupations or fields of work, including careers in computer science, technology, and other emerging high-skill occupations, for which individuals from one gender constitute less

CAREER TECHNICAL EDUCATION (continued)

than 25 percent of the individuals employed in each such occupation or field of work. (20 USC 2302, 2354, 2373)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0415 - Equity)

Upon written request from a nonprofit private school within the geographical area served by the district, the Superintendent or designee shall consult with private school representatives in a timely and meaningful manner and may provide for the participation of private school secondary students in the district's programs and activities funded pursuant to 20 USC 2301-2414. To the extent practicable, the Superintendent or designee shall also, upon request, permit participation of CTE teachers, administrators, and other personnel from private schools in the district's inservice and preservice professional development programs funded through such grants. (20 USC 2397)

Linked Learning Programs

The district shall offer one or more comprehensive, multi-year linked learning programs in grades 9-12 that are organized around a broad theme, interest area, or industry sector including, but not limited to, the industry sectors identified in model standards adopted by the State Board of Education pursuant to Education Code 51226. The program shall provide all participating students with curriculum choices that prepare them for career entry and a full range of postsecondary options, including two-year and four-year colleges, apprenticeships, and formal employment training.

At a minimum, the district's linked learning program shall include:

1. An integrated core curriculum that meets the eligibility requirements for admission to the University of California and the California State University and is delivered through project-based learning and other engaging instructional strategies that bring real-world context and relevance to the curriculum where broad themes, interest areas, and CTE are emphasized
2. An integrated technical core of a sequence of at least four related courses that may reflect CTE standards-based courses and that provide students with career skills, are aligned to academic principles, and fulfill academic core requirements described in item #1 above to the extent possible
3. A series of work-based learning opportunities that begin with mentoring and job shadowing and evolve into intensive internships, school-based enterprises, or virtual apprenticeships

CAREER TECHNICAL EDUCATION (continued)

4. Support services, including supplemental instruction in reading and mathematics, that help students master the advanced academic and technical content that is necessary for success in college and career

Partnership Academies

The district shall operate one or more partnership academies as a school-within-a-school focused on a broad career theme. The program shall be available to students in grades 10-12, at least half of whom shall be students who are at risk of dropping out of school as indicated by three or more of the following criteria: (Education Code 54690-54691)

1. Past record of irregular attendance, with absence from school 20 percent or more of the school year

(cf. 5113.1 - Chronic Absence and Truancy)

2. Past record of underachievement in which the student is at least one-third of a year behind the coursework for the respective grade level, or as demonstrated by credits achieved
3. Past record of low motivation or disinterest in the regular school program
4. Economic disadvantage
5. Scores below basic or far below basic on the mathematics or English language arts test of the California Assessment of Student Performance and Progress
6. A grade point average of 2.2 or below or the equivalent of a C minus

Ninth-grade teachers and counselors shall identify students eligible to participate in a partnership academy. Participating students shall be selected by academy staff from among those who have expressed an interest in the academy and whose parents/guardians have approved the student's participation. (Education Code 54695)

The district's program shall provide: (Education Code 54692)

1. During each regular school term, instruction in at least three academic subjects that:
 - a. Prepares students for a regular high school diploma
 - b. Where possible and appropriate, prepares students to meet subject requirements for admission to the California State University and University of California

CAREER TECHNICAL EDUCATION (continued)

- c. Contributes to an understanding of the occupational field of the academy
- 2. CTE courses offered at each grade level at the academy that are part of an occupational course sequence that targets comprehensive skills and meets the criteria specified in Education Code 54692
- 3. Classes that are block scheduled in a cluster whenever possible to provide flexibility to academy teachers and which may vary in number during grade 12
- 4. A mentor from the business community for students during grade 11
- 5. An employer-based internship or work experience that occurs during the summer following grade 11 or during grade 12
- 6. Additional motivational activities with private sector involvement to encourage academic and occupational preparation

Attendance in academy classes shall be limited to students enrolled in the academy. (Education Code 54692)

The Superintendent or designee shall establish an advisory committee consisting of individuals involved in academy operations, including district and school administrators, lead teachers, and representatives of the private sector. (Education Code 54692)

Apprenticeship Programs

The district shall offer high school and/or adult education students a program of orientation to apprenticeships that acquaints students with a broad range of career options, provides information regarding available apprenticeship programs, and provides classroom instructional job training which guides students to a registered apprenticeable occupation.

(cf. 6200 - Adult Education)

The district's program shall:

- 1. Introduce students to what they need to know in order to apply, test, and interview for acceptance into an apprenticeship program
- 2. Demonstrate the need for proficiency in reading and comprehension, mathematics, science, and technology
- 3. Emphasize the necessity to have the ability to communicate in reading, writing, speaking, listening, and numeration skills

CAREER TECHNICAL EDUCATION (continued)

4. Identify the knowledge, skills, and attitudes needed to enter and successfully complete an apprenticeship program
5. Provide an orientation to a specific craft or trade or to an industry

The district may enter into an agreement with a local business, labor or management apprenticeship committee, and/or joint labor-management apprenticeship committee that has been approved by the Department of Industrial Relations' Division of Apprenticeship Standards to sponsor an apprenticeship program in order to develop and deliver related and supplemental instruction to students participating in a registered apprenticeship program. (Education Code 8150-8155; Labor Code 3074, 3075, 3078)

Regional Occupational Center/Program

The district shall operate and/or partner with a regional occupational center or program (ROC/P), established pursuant to Education Code 52335.12, which offers CTE courses, linked learning programs, partnership academies, and/or pre-apprenticeship and apprenticeship programs as appropriate.

(cf. 6178.2 - Regional Occupational Center/Program)

Occupational course sequences offered by the ROC/P shall provide prerequisite courses needed to enter apprenticeship or postsecondary vocational certificate or degree programs, focus on occupations requiring comprehensive skills leading to high entry-level wages and/or the possibility of significant wage increases after a few years on the job, offer as many courses as possible that meet college admission requirements, and lead to attainment of an occupational skill certificate. (Education Code 52302)

Student Organizations

The district may provide support, including supplies, materials, activities, and advisor expenses, to student organizations which engage in activities that are integral to the CTE program and provide for the development of student leadership skills. However, no state or federal funds shall be used to pay students' membership dues, food or lodging expenses, out-of-state travel, or the cost of a social activity or assemblage.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.5 - Student Organizations and Equal Access)

CAREER TECHNICAL EDUCATION**Perkins Basic Grants for Career Technical Education**

For any district program of career technical education (CTE) funded through a basic grant of the federal Carl D. Perkins Career and Technical Education Act, the district shall submit to the California Department of Education a districtwide plan addressing the components specified in 20 USC 2354 and any additional requirements specified in the state plan developed pursuant to 20 USC 2342. The multi-year district plan shall cover the same time period covered by the state plan. (20 USC 2354)

The district shall offer at least one CTE program of study which shall: (20 USC 2342, 2354, 2355)

1. Improve the academic and career technical skills of participating students by integrating coherent and rigorous academic content and relevant CTE programs

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

2. Link CTE at the secondary and postsecondary levels through at least one of the strategies specified in 20 USC 2342

(cf. 6172.1 - Concurrent Enrollment in College Classes)

3. Provide students with strong experience in and understanding of all aspects of an industry, which may include work-based learning experiences

(cf. 5113.2 - Work Permits)

(cf. 6178.1 - Work-Based Learning)

4. Develop, improve, or expand the use of technology in CTE

(cf. 0440 - District Technology Plan)

5. Provide professional development to teachers, administrators, and career guidance and academic counselors who are involved with integrated CTE programs

(cf. 4131 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 6164.2 - Guidance/Counseling Services)

6. Develop and implement program evaluations, including an assessment of how the needs of special populations, as defined in 20 USC 2302 and Board policy, are being met

(cf. 0500 - Accountability)

CAREER TECHNICAL EDUCATION (continued)

(cf. 6190 - Evaluation of the Instructional Program)

7. Initiate, improve, expand, and modernize quality CTE programs, including relevant technology
8. Provide services and activities that are of sufficient size, scope, and quality to be effective
9. Provide activities to prepare special populations for high-skill, high-wage, or high-demand occupations that will lead to self-sufficiency

The district's program shall consist of at least two full-year CTE courses with a combined duration of at least 300 hours, or a single multiple-hour course which provides sequential units of instruction and has a duration of at least 300 hours. At least 50 percent of course curriculum and content shall be directly related to the development of career knowledge and skills.

Tech Prep Programs

The district shall, under an articulation agreement with an institution of postsecondary education and other consortium partners as appropriate, offer a technical preparation (tech prep) program in accordance with 20 USC 2371-2376. The program shall: (20 USC 2373)

1. Consist of a program of study that:
 - a. Combines at least two years of tech prep at the secondary level which is linked to at least two years of either postsecondary education in a sequential, nonduplicative course of study or an apprenticeship program
 - b. Integrates academic and career technical instruction and utilizes work-based and work site learning experiences as appropriate and available
 - c. Provides technical preparation in a career field, including high-skill, high-wage, or high-demand occupations
 - d. Builds student competence in technical skills and in core academic subjects, as appropriate, through applied, contextual, and integrated instruction in a coherent sequence of courses
 - e. Leads to technical skill proficiency, an industry-recognized credential, a certificate, or a degree in a specific career field

CAREER TECHNICAL EDUCATION (continued)

- f. Leads to placement in high-skill or high-wage employment or to further education
 - g. Utilizes CTE programs of study, to the extent practicable
 - h. Meets state academic standards
 - i. Investigates opportunities for tech prep students to enroll concurrently in secondary education and postsecondary education courses
2. Uses educational technology and distance learning, as appropriate, to involve consortium partners more fully in the development and operation of programs
 3. Includes inservice professional development for teachers, administrators, and counselors that addresses the goals identified in 20 USC 2373
 4. Provides equal access to the full range of tech prep programs to individuals who are members of special populations, as defined in 20 USC 2302 and Board policy, including the development of tech prep program services appropriate to the needs of special populations
 5. Provides for preparatory services that assist participating students
 6. Coordinates with activities conducted under Title I of the No Child Left Behind Act

(cf. 6171 - Title I Programs)

Linked Learning Programs

The district shall offer one or more comprehensive, multi-year linked learning programs in grades 9-12 that are organized around a broad theme, interest area, or industry sector including, but not limited to, the industry sectors identified in model standards adopted by the State Board of Education pursuant to Education Code 51226. The program shall provide all participating students with curriculum choices that prepare them for career entry and a full range of postsecondary options, including two-year and four-year college, apprenticeship, and formal employment training.

At a minimum, the district's linked learning program shall include:

1. An integrated core curriculum that meets the eligibility requirements for admission to the University of California and the California State University and is delivered through project-based learning and other engaging instructional strategies that bring real-world

CAREER TECHNICAL EDUCATION (continued)

context and relevance to the curriculum where broad themes, interest areas, and CTE are emphasized

2. An integrated technical core of a sequence of at least four related courses that may reflect CTE standards-based courses and that provide students with career skills, are aligned to academic principles, and fulfill academic core requirements described in item #1 above to the extent possible
3. A series of work-based learning opportunities that begin with mentoring and job shadowing and evolve into intensive internships, school-based enterprises, or virtual apprenticeships
4. Support services, including supplemental instruction in reading and mathematics, that help students master the advanced academic and technical content that is necessary for success in college and career

Partnership Academies

The district shall operate one or more partnership academies as a school-within-a-school focused on a broad career theme. The program shall be available to students in grades 10-12, at least half of whom shall be students who are at risk of dropping out of school as indicated by three or more of the following criteria: (Education Code 54690-54692)

1. Past record of irregular attendance, with absence from school 20 percent or more of the school year

(cf. 5113.1 - Chronic Absence and Truancy)

2. Past record of underachievement in which the student is at least one-third of a year behind the coursework for the respective grade level, or as demonstrated by credits achieved
3. Past record of low motivation or disinterest in the regular school program
4. Economic disadvantage
5. Scores below basic or far below basic on the mathematics or English language arts test of the Standardized Testing and Reporting program
6. A grade point average of 2.2 or below or the equivalent of a C minus

The district's program shall provide: (Education Code 54692)

CAREER TECHNICAL EDUCATION (continued)

1. During each regular school term, instruction in at least three academic subjects that:
 - a. Prepares students for a regular high school diploma
 - b. Where possible and appropriate, prepares students to meet subject requirements for admission to the California State University and University of California
 - c. Contributes to an understanding of the occupational field of the academy
2. CTE courses offered at each grade level at the academy that are part of an occupational course sequence that targets comprehensive skills and meets the criteria specified in Education Code 54692
3. Classes that are block scheduled in a cluster whenever possible to provide flexibility to academy teachers and which may vary in number during grade 12
4. A mentor from the business community for students during grade 11
5. An employer-based internship or work experience that occurs during the summer following grade 11 or during grade 12
6. Additional motivational activities with private sector involvement to encourage academic and occupational preparation

Attendance in academy classes shall be limited to students enrolled in the academy. (Education Code 54692)

The Superintendent or designee shall establish an advisory committee consisting of individuals involved in academy operations, including district and school administrators, lead teachers, and representatives of the private sector. (Education Code 54692)

Apprenticeship Programs

The district shall offer high school and/or adult education students a program of orientation to apprenticeships that acquaints students with a broad range of career options, provides information regarding available apprenticeship programs, and provides classroom instructional job training which guides students to a registered apprenticeable occupation.

(cf. 6200 - Adult Education)

The district's program shall:

CAREER TECHNICAL EDUCATION (continued)

1. Introduce students to what they need to know in order to apply, test, and interview for acceptance into an apprenticeship program
2. Demonstrate the need for proficiency in reading and comprehension, mathematics, science, and technology
3. Emphasize the necessity to have the ability to communicate in reading, writing, speaking, listening, and numeration skills
4. Identify the knowledge, skills, and attitudes needed to enter and successfully complete an apprenticeship program
5. Provide an orientation to a specific craft or trade or to an industry

The district may enter into an agreement with a local business, labor or management apprenticeship committee, and/or joint labor-management apprenticeship committee that has been approved by the Department of Industrial Relations' Division of Apprenticeship Standards to sponsor an apprenticeship program in order to develop and deliver related and supplemental instruction to students participating in a registered apprenticeship program. (Education Code 8150-8156; Labor Code 3074, 3075, 3078)

Regional Occupational Center/Program

The district shall operate and/or partner with a regional occupational center or program (ROC/P), established pursuant to Education Code 52300-52335.6, which offers CTE courses independently or in support of tech prep programs, linked learning programs, partnership academies, and/or pre-apprenticeship and apprenticeship programs as appropriate.

Occupational course sequences offered by the ROC/P shall provide prerequisite courses needed to enter apprenticeship or postsecondary vocational certificate or degree programs, focus on occupations requiring comprehensive skills leading to high entry-level wages and/or the possibility of significant wage increases after a few years on the job, offer as many courses as possible that meet college admission requirements, and lead to attainment of an occupational skill certificate. (Education Code 52302)

CAREER TECHNICAL EDUCATION (continued)

Student Organizations

The district may provide support, including supplies, materials, activities, and advisor expenses, to student organizations which engage in activities that are integral to the CTE program and provide for the development of student leadership skills. However, no state or federal funds shall be used to pay students' membership dues, food or lodging expenses, out-of-state travel, or the cost of a social activity or assemblage.

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.5 - Student Organizations and Equal Access)

Regulation
approved: November 6, 2018
revised: January 15, 2019

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

EVALUATION OF THE INSTRUCTIONAL PROGRAM

The Board of Trustees recognizes that it is accountable to students, parents/guardians, and the community for the effectiveness of the district's educational program in meeting district goals for student learning. The Superintendent or designee shall conduct a continual evaluation of the curriculum and the instructional program in order to **identify strategies for improving** ~~improve~~ student achievement.

(cf. 0200 – Goals for the School District)

(cf. 0500 - Accountability)

(cf. 6000 - Concepts and Roles)

(cf. 9000 – Role of the Board)

(cf. 6141 – Curriculum Development and Evaluation)

(cf. 6161.1 – Selection and Evaluation of Instructional Materials)

The Superintendent or designee shall provide the Board and the community with regular reports on student ~~progress toward Board established standards of expected achievement.~~ **The reports shall include** ~~at each grade level in each area of study. In addition, he/she shall evaluate and report~~ data for each district school and for ~~every~~ **each** numerically significant student subgroup, as defined in Education Code 52052, including but not limited to, school and subgroup performance on statewide achievement indicators and progress toward goals specified in the district's local control and accountability plan (LCAP).

(cf. 0460 – Local Control and Accountability Plan)

(cf. 0510 - School Accountability Report Card)

(cf. 6011 - Academic Standards)

(cf. 6162.5 – Student Assessment)

(cf. 6162.52 – High School Exit Examination)

(cf. 6161.25 - Student Assessment)

(cf. 6162.51 – State Academic Achievement Tests)

(cf. 6173 – Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Language Learners)

Based on these reports, the Board shall take appropriate actions to maintain the effectiveness of programs and, ~~as needed,~~ to improve the quality of education ~~that provided to~~ **provided to** district students. ~~receive.~~

Annual ~~Monitoring~~ Evaluation of Consolidated Application Programs

The Board and the Superintendent or designee shall annually determine whether the district's categorical programs funded through the state's consolidated application are effective in meeting the needs of the students they are intended to serve. As a basis for this evaluation, the Superintendent or designee shall recommend for Board approval the specific, measurable criteria that shall be used at each school and at the district level. These criteria may include, but are not necessarily limited to, the progress of all students **participating in the program** and of each numerically significant subgroup toward goals contained in the district's LCAP, the school's single

EVALUATION OF THE INSTRUCTIONAL PROGRAM (continued)

plan for student achievement, Title I local educational agency plan, and/or other applicable district or school plans.

Federal Program Monitoring

~~To ensure that the district's categorical programs comply with applicable legal requirements, the Superintendent or designee shall, on an ongoing basis, conduct a district self-evaluation which may utilize tools developed by the district or the California Department of Education (CDE).~~

~~When the district is selected by the CDE for a Federal Program Monitoring (FPM) compliance review, the Superintendent or designee shall gather and submit all documentation and data required for the review and shall cooperate with CDE staff to facilitate program monitoring.~~

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~

~~(cf. 0420—School Plans/Site Councils)~~

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

~~(cf. 0520.3—Title I Program Improvement Districts)~~

~~(cf. 1312.3—Uniform Complaint Procedures)~~

~~(cf. 1312.4—Williams Uniform Complaint Procedures)~~

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

~~(cf. 4131—Staff Development)~~

~~(cf. 5020—Parent Rights and Responsibilities)~~

~~(cf. 5148—Child Care and Development Programs)~~

~~(cf. 5148.2—Before/After School Programs)~~

~~(cf. 5148.3—Preschool/Early Childhood Education)~~

~~(cf. 6020—Parent Involvement)~~

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

~~(cf. 6171—Title I Programs)~~

~~(cf. 6173—Education for Homeless Children)~~

~~(cf. 6175—Migrant Education Program)~~

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

~~(cf. 6178.1—Work-Based Learning)~~

~~(cf. 6200—Adult Education)~~

Western Association of Schools and Colleges (WASC) Accreditation

The Board believes that accreditation by the Western Association of Schools and Colleges (WASC) can foster excellence and ongoing academic improvement in the district's schools. The results of the accreditation process also may demonstrate to parents/guardians and the community that the schools are meeting their goals and objectives and the WASC criteria for school effectiveness through a viable instructional program.

EVALUATION OF THE INSTRUCTIONAL PROGRAM (continued)

The Superintendent or designee shall undertake procedures whereby district schools may achieve and maintain full WASC accreditation status. The schools shall conduct a self-study in accordance with WASC requirements, cooperate with the WASC committee during a site visit, and develop and review action plans to increase the effectiveness of the instructional program for students. The Superintendent or designee shall regularly report to the Board on the status of district schools and any WASC recommendations for school improvement.

~~The results of any inspection of a school by WASC, or any other the accrediting agency, shall be published not later than 60 days after the results are made available to the school.~~

~~Publication shall be by notifying each parent/guardian in writing and/or by posting the information on the district's or school's web site, as determined by the Superintendent or designee. (Education Code 35178.4)~~

Not later than 60 days after receiving the results of an inspection of a school by WASC or any other accrediting agency, the Superintendent or designee shall notify parents/guardians in writing of the inspection result and/or shall post the information on the district's or school's web site. (Education Code 35178.4)

(cf. 1113 - District and School Web Sites)

(cf. 5145.6 - Parental Notifications)

If any district school loses its accreditation status, the Board shall give official notice at a regularly scheduled Board meeting. The Superintendent or designee shall provide written notification to each parent/guardian of a student in the school that the school has lost its accreditation status, including the potential consequences of the loss of accreditation status. This notice shall also be posted on the district's web site and the school's web site. (Education Code 35178.4)

Legal Reference: (see next page)

EVALUATION OF THE INSTRUCTIONAL PROGRAM (continued)

Legal Reference:

EDUCATION CODE

33400-33407 Educational evaluations

35178.4 Notice of loss of accreditation status

44662 Evaluation and assessment guidelines, certificated employee performance

48985 Compliance with translation of parental notifications

51041 Education program, evaluation and revisions

51226 Model curriculum standards

~~52052-52052.1 Academic Performance Index; Accountability; numerically significant student subgroups~~

52060-52077 Local control and accountability plan

62005.5 Failure to comply with purposes of funds

64000-64001 Consolidated application process

CODE OF REGULATIONS, TITLE 5

3930-3937 Program requirements

3942 Continuity of funding

UNITED STATES CODE, TITLE 20

~~6311 Adequate yearly progress State plans~~

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

FPM-Frequently Asked Questions

Federal Program Monitoring Instruments

WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES PUBLICATIONS

Focus on Learning Joint WASC/CDE Process Guide, 2014

WEB SITES

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

California Department of Education, Testing and Accountability: <http://www.cde.ca.gov/ta>

Western Association of Schools and Colleges (WASC), Accrediting Commission for Schools:

<http://www.acswasc.org>

Policy

adopted: October 21, 2008

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WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California