

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

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

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

School	<u>STUDENT ENROLLMENT</u>		
	2015-16 CALPADS	2/1/2017	3/1/2017
Sheridan Elementary (K-5)	66	65	67
First Street Elementary (K-5)	465	424	419
Carlin C. Coppin Elementary (K-5)	394	444	443
Creekside Oaks Elementary (K-5)	607	622	632
Twelve Bridges Elementary (K-5)	632	625	621
Foskett Ranch Elementary (K-5)	471	459	462
Lincoln Crossing Elementary (K-5)	645	648	648
Glen Edwards Middle School (6-8)	866	891	884
Twelve Bridges Middle School (6-8)	773	765	766
Lincoln High School (9-12)	1,735	1,801	1,815
Phoenix High School (10-12)	77	74	75
TOTAL	6731	6,818	6,832

SDC Pre-School

Foskett Ranch 23
 First Street/LIP 80
 Carlin C. Coppin 0

Parent Education

Continuing Educ. Classes

GLOBAL DISTRICT GOALS

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

Western Placer Unified School District
Regular Meeting of the Board of Trustees
March 7, 2017, 7:00 P.M.
WPUSD District Office/City Hall Building-3rd Floor Conference Room
600 Sixth Street, Lincoln, CA 95648

AGENDA

2016-2017 Goals & Objectives (G & O) for the Management Team: **Component I:** Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

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

6:10 P.M. START

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

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

6:15 P.M.

- 3. CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room
 - 3.1 CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services
 - 3.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477
 - 3.3 PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release
 - a. Closed Session Resolution No. 16/17.25 Authorizing the Reduction in Certificated Staff due to Reduction of Particular Kinds of Service
Roll call vote:
 - b. Employee #CL 16/17.5 Discipline/Dismissal/Release
Roll call vote:

Regular Meeting of the Board of Trustees

March 7, 2017

Agenda

3.4 STUDENTS

Student Private Placement – Case No. 2016080639

7:00 P.M.

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

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

4.1 Page 9 - CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

~Kerry Callahan, Assistant Superintendent of Educational Services

4.2 Page 10 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

4.3 Page 11-12 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

a. Closed Session Resolution No. 16/17.25 Authorizing the Reduction in Certificated Staff due to Reduction of Particular Kinds of Service

b. Public Employee Discipline/Dismissal/Release – Employee #CL 16/17.5

4.4 Page 13 - STUDENTS

Student Private Placement – Case No. 2016080639

5. Page 15 - 89 - CONSENT AGENDA

NOTICE TO THE PUBLIC

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

5.1 Certificated Personnel Report

5.2 Classified Personnel Report

5.3 Approval of Minutes for: February 7th & 21st, 2017

5.4 Approval of Warrants

5.5 Agreement for Linmoore Fencing and Iron Works Inc. and WPUSD

5.6 CARS/Consolidated Application (winter release)

5.7 Agreement for Audit Services with Crowe Horwath, LLP

5.8 Approval of Out of State Travel

5.9 Approve Under Armour, Inc donation to Western Placer Unified School District

5.10 Student Discipline Stipulated Expulsion – Student #16/17-F

5.11 Student Discipline Stipulated Expulsion – Student #16/17-G

Roll call vote:

6. **COMMUNICATION FROM THE PUBLIC**

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

7. **REPORTS & COMMUNICATION**

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

8. **◆ACTION ◆DISCUSSION ◆INFORMATION**

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

- 8.1 Action **Page 91 – MASTER ARCHITECT AGREEMENT FOR ARCHITECTURAL SERVICES AND AMENDMENT NO. 1 TO MASTER AGREEMENT FOR ARCHITECTURAL SERVICES FOR PRE-DESIGN, DESIGN, AND CONSTRUCTION ADMINISTRATION SERVICES FOR DISTRICT HIGH SCHOOL #2 WITH HMC ARCHITECTS** – Adell (16-17 G & O Component I, II, III, IV, V)

● On January 17, 2017, the Board received and considered information regard the selection on HMC Architects, from the District's current pool of six (6) architect firms, for architectural pre-design, design, and construction administration services for District High School #2.

- 8.2 Discussion/
Action **Page 132 – CONSIDER APPROVAL OF 2017-2018 WESTERN PLACER UNIFIED SCHOOL DISTRICT CALENDAR** – Simon (16-17 G & O Component I, II, III, IV, V)

● A tentative agreement has been reached between WPUSD and WPTA on the portion of Article XV-Work Year 2017-2018 and it has been ratified by the WPTA membership. This portion of the calendar was Board approved on February 7, 2017. The attached calendar has been updated to include early release Mondays.

- 8.3 Action **Page 134 - ADOPTION OF REVISED/NEW POLICIES/EXHIBITS/REGULATIONS** – Leaman (16-17 G & O Component I, II, III, IV, V)

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

- BP 4151 Employee Compensation
- BP/AR 4157.1 Work-Related Injuries

9. **BOARD OF TRUSTEES**

Regular Meeting of the Board of Trustees

March 7, 2017

Agenda

9.1 FUTURE AGENDA ITEMS

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

- High School in the Twelve Bridges Area
- Lincoln Crossing Elementary South/Facilities Update

9.2 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **March 21, 2017 7:00 P.M.**, Regular Meeting of the Board of Trustees – Twelve Bridges Elementary School

11. ADJOURNMENT

Accommodating Those Individuals with Special Needs:

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

Posted: 030317

h:\wpfiles\board\agenda\030717

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

Western Placer Unified School District

CLOSED SESSION AGENDA

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

Date: Tuesday, March 7, 2017

Time: 6:15 P.M.

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

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Bargaining Groups:

WPTA & CSEA Negotiations

Agency Negotiators:

Scott Leaman, Superintendent

Gabe Simon, Assistant Superintendent
of Personnel Services

Audrey Kilpatrick, Assistant Superintendent
Business and Operations

Kerry Callahan, Assistant Superintendent of
Educational Services

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

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

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:

CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION

AGENDA ITEM AREA:

Disclosure of Action Taken in
Closed Session

REQUESTED BY:

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

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

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

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

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

DISTRICT GLOBAL GOALS

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:

Employee Discipline/Dismissal/Release
Approve Closed Session Resolution No. 16/17.25
Authorizing the Reduction in Certificated Staff due to
Reduction of Particular Kinds of Service

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Gabe Simon 
Assistant Superintendent of
Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Title One

MEETING DATE:

March 7, 2017

ROLL CALL REQUIRED:

Yes

BACKGROUND:

Pursuant with Education Code sections 44949 and 44955, the California Education Code requires action by the governing Board if the services of certificated staff are to be reduced or eliminated in order to permit the layoff of certificated employees.

RECOMMENDATION:

Administration recommends the Board of Trustees approve Closed Session Resolution No. 16/17.25 authorizing the reduction of certificated employee CE 16/17.6 from .85 FTE to .5 FTE.

**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:

Public Employee Discipline/Dismissal/Release

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

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

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

March 7, 2017

ROLL CALL REQUIRED:

Yes (Closed Session)

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regards to Employee #CL 16/17.5 Discipline/Dismissal/Release

RECOMMENDATION:

Administration recommends the Board of Trustees disclose action taken in closed session in regard to Employee #CL 16/17.5 Discipline/Dismissal/Release.

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:

Student Settlement Agreement
Case No. 2016080639

AGENDA ITEM AREA:

Closed Session

REQUESTED BY:

Kerry Callahan 
Assistant Superintendent

ENCLOSURES:

N/A

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

Special Education

MEETING DATE:

March 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will disclose any action taken during closed session in regards to Student Settlement Agreement Case No. 2016080639.

RECOMMENDATION:

Administration recommends the Board of Trustees disclose any action taken in regards to Student Settlement Agreement Case No. 2016080639.

CONSENT

AGENDA

ITEMS

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

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

DISTRICT GLOBAL GOALS

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

Certificated Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabe Simon

Assistant Superintendent of Personnel Services



ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Categorical/General

MEETING DATE:

March 7, 2017

ROLL CALL REQUIRED:

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

PERSONNEL REPORT

March 7, 2017

CERTIFICATED/MANAGEMENT

RESIGNATIONS:

1. **Name:** Vivian Bricksin
 Position: English Teacher
 FTE: 1.0
 Effective Date: June 2, 2017
 Site: Glen Edwards Middle School

2. **Name:** Sheila Bane
 Position: Elementary Science Teacher
 FTE: 1.0
 Effective Date: June 2, 2017
 Site: Carlin C. Coppin Elementary & Sheridan Elementary School

3. **Name:** Kathryn Morgan Perry
 Position: Ag Floral Design/Ag Leadership Teacher/Temporary Welding Teacher
 FTE: 1.0
 Effective Date: June 2, 2017
 Site: Lincoln High School

4. **Name:** Jonathan Evans
 Position: Math Teacher
 FTE: 1.0
 Effective Date: June 2, 2017
 Site: Glen Edwards Middle School

PARTIAL RESIGNATIONS:

1. **Name:** Katelynn Myers
 Position: Speech Pathologist
 FTE: From: 1.0 To: 0.6
 Effective Date: July 1, 2017
 Site: First Street School/Carlin C. Coppin Elementary/Twelve Bridges Elementary School

2. **Name:** Karyn Quan
 Position: Speech Pathologist
 FTE: From: 0.8 To: 0.6
 Effective Date: July 1, 2017
 Site: First Street Elementary School

3. **Name:** Lori Wilder
 Position: Speech Pathologist
 FTE: From: 1.0 To: 0.8
 Effective Date: July, 1, 2017
 Site: District Office

ADDITIONAL FTE:

1. **Name:** Corie Volmer
 Position: Speech Pathologist
 FTE: From: 0.7 To: 0.8
 Effective Date: July 1, 2017
 Site: Carlin C. Coppin Elementary School

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabriel Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

March 7, 2017

ROLL CALL REQUIRED:

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT**

March 7, 2017

CLASSIFIED/MANAGEMENT

NEW HIRES:

- | | | |
|----|----------------------------------|-----------------------------------|
| 1. | Name: Christina Castillo | Effective: 2/27/17 |
| | Position: Paraprofessional Aide | Site: Foscett Ranch Elementary |
| | Salary: CSEA, Range 17, Step C | Replacement |
| | Hours: 5.66 Hours/5 Days a week | |
| | Days: 10 Months/Year | |
| 2. | Name: Kathleen Cummings | Effective: 3/1/17 |
| | Position: Health Clerk | Site: Twelve Bridges Middle |
| | Salary: CSEA, Range 20, Step A | Replacement |
| | Hours: 2 Hours/5 Days a week | |
| | Days: 10 Months/Year | |
| 3. | Name: Faviola Melendrez-Lopez | Effective: 2/27/17 |
| | Position: Paraprofessional Aide | Site: Carlin C. Coppin Elementary |
| | Salary: CSEA, Range 17, Step A | Replacement |
| | Hours: 3.75 Hours/5 Days a week | |
| | Days: 10 Months/Year | |
| 4. | Name: Kimberly Soileau | Effective: 2/27/17 |
| | Position: Campus Monitor | Site: Lincoln High School |
| | Salary: CSEA, Range 13, Step A | |
| | Hours: 2 Hours/5 Days a week | |
| | Days: 10 Months/Year | |
| 5. | Name: Jenni Torgersen | Effective: 2/3/17 |
| | Position: Campus/Café Supervisor | Site: Twelve Bridges Middle |
| | Salary: CSEA, Range 13, Step A | Replacement |
| | Hours: 2 Hours/5 Days a week | |
| | Days: 10 Months/Year | |

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Minutes:

- February 7, & 21, 2017 Regular Board of Trustee Meetings

AGENDA ITEM AREA:

CONSENT AGENDA

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- February 7, & 21, 2017 Regular Board of Trustee Meetings

RECOMMENDATION:

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

Western Placer Unified School District
Regular Meeting of the Board of Trustees
February 7, 2017, 7:00 P.M.
WPUSD District Office/City Hall Building-3rd Floor Conference Room
600 Sixth Street, Lincoln, CA 95648

MINUTES

2016-2017 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

Board Members Present:

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

Others Present:

Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business Services
Kerry Callahan, Assistant Superintendent of Educational Services
Gabe Simon, Assistant Superintendent of Personnel Services
Rosemary Knutson, Secretary to the Superintendent
Janna McCoy, LHS Student Advisory

6:25 P.M. START

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

6:30 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room
 - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
 - ~Scott Leaman, Superintendent
 - ~Gabe Simon, Assistant Superintendent of Personnel Services
 - ~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
 - ~Kerry Callahan, Assistant Superintendent of Educational Services

Minutes

- 3.2 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477
- 3.3 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release

7:00 P.M.

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

- 4.1 **Page 9 - CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services

No action was taken

- 4.2 **Page 10 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

No action was taken

- 4.3 **Page 11 - PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release

No action was taken

- 5. **Page 13 - 90 - CONSENT AGENDA**

- 5.1 Certificated Personnel Report
- 5.2 Classified Personnel Report
- 5.3 Approval of Minutes for: January 17, 2017
- 5.4 Approval of Warrants
- 5.5 Report of Disclosure Requirements for Quarterly Reports of Investments
- 5.6 Approval of Out of State Travel
- 5.7 Ratify Contract between Nor-Cal Roofing Inc. and Western Placer U.S.D.
- 5.8 Ratification of Contract with Pacific Environmental Education Center and Lincoln Crossing Elementary School

Motion by Mr. Armitage, seconded by Mrs. Wyatt, and passed by a 5-0 (*Ayes: Long, Haley, Wyatt, Armitage, Carras No: None*) roll call vote to approve consent agenda as presented.

6. COMMUNICATION FROM THE PUBLIC

There was no communication from the public

7. REPORTS & COMMUNICATION

➤ Lincoln High School Student Advisory, Janna McCoy shared the following:

- Basketball home coming Dance
- Senior night for basketball tomorrow
- LHS had a Safe driving presentation today
- Janna made Best Senior for the year book

➤ Western Placer Teacher's Association, Tara McCroskey shared it is wonderful to see you all, no official report

➤ Western Placer Classified Employee Association, Mike Kimbrough was not present

➤ Superintendent - Scott Leaman shared the following:

- Planning on next school year
- Working on staffing, we will not have a mass hiring this year
- Enrollment looks stable
- May have a couple of positions open at the LHS
- Met with the architect on the new high school
- Shared we will be working with a budget
- Need to build the high school ASAP
- Setting up a community meeting to get input on the new high school
- Looking at a comprehensive high school, with it holding 1,200 students
- Looking at a joint use pool with the city
- We are very busy working towards the Lincoln High School
- This is all Measure A monies
- Kerry will discuss the Dashboard system
- Reported on the Hearing for Darieal Shazier
- Would like to enact open enrollment, will bring back a plan at the next meeting

8. Page 92 - PUBLIC HEARING

Public Hearing for Consideration of Acquisition of Real Property Adjacent to the Lincoln High School Site

Education Code 17277 requires that a public hearing be held prior to commencing the acquisition of real property for a new school site or an addition to an existing school site. The governing board of a school district shall evaluate the property at a public hearing using the site selection standards established by the State Department of Education.

Mike Adell presented a public hearing. The public hearing was open at 7:32 there being no question, the public hearing was closed.

9. ♦ ACTION ♦ DISCUSSION ♦ INFORMATION**9.1 Action**

Page 104 – RESOLUTION NO. 16/17.19 REGARDING THE PURCHASE OF REAL PROPERTY ADJACENT TO LINCOLN HIGH SCHOOL (PARCEL 008-043-006) – Adell (16-17 G & O Component 205I, II, III, IV, V)

- The 0.20 acres of real property is located adjacent to Lincoln High School. The district desires to purchase the property for the future expansion of the school campus.

Mike Adell presented a resolution for approval. Motion by Mr. Haley, seconded by Mr. Armitage and passed by a 5-0 (*Ayes: Haley, Wyatt, Armitage, Long, Carras No: None*) roll call vote to approve Resolution No. 16/17.19 Regarding the purchase of real property adjacent to Lincoln High School (Parcel 008-043-006).

9.2 Action

Page 133 – RESOLUTION NO. 16/17.20 REGARDING THE PURCHASE OF REAL PROPERTY ADJACENT TO LINCOLN HIGH SCHOOL (PARCEL 008-043-007) – Adell (16-17 G & O Component I, II, III, IV, V)

•The 0.20 acres of real property is located adjacent to Lincoln High School. The district desires to purchase the property for the future expansion of the school campus.

Mike Adell presented a resolution for approval. Motion by Mr. Long, seconded by Mrs. Wyatt, and passed by a 5-0 (*Ayes: Wyatt, Armitage, Long, Haley, Carras No: None*) roll call vote to approve Resolution No. 16/17.20 Regarding the purchase of real property adjacent to Lincoln High School (Parcel 008-043-007).

9.3 Action

Page 162 – RESOLUTION NO. 16/17.21 REGARDING THE PURCHASE OF REAL PROPERTY ADJACENT TO LINCOLN HIGH SCHOOL (PARCEL 008-081-012) – Adell (16-17 G & O Component I, II, III, IV, V)Log

•The 0.15 acres of real property is located adjacent to Lincoln High School. The district desires to purchase the property for the future expansion of the school campus.

Mike Adell presented a resolution for approval. Motion by Mr. Armitage, seconded by Mr. Haley, and passed by a 5-0 (*Ayes: Armitage, Long, Haley, Wyatt, Carras No: None*) roll call vote to approve Resolution No. 16/17.21 Regarding the purchase of real property adjacent to Lincoln High School (Parcel 008-081-012)

9.4 Action

Page 191 – ACCEPTANCE OF BID AND APPROVE AWARDDING THE CONTRACT TO UNIVERSAL COATINGS, INC. FOR THE ROOFING IMPROVEMENTS AT CARLIN C. COPPIN PROJECT – Adell (16-17 G & O Component I, II, III, IV, V)

•Scope of work includes, but not limited to; repair of decking, installation of insulation, installation of new roof systems, repairing any deficiencies, and other required work indicated in the plans and specifications for complete, functioning roof systems for Carlin C. Coppin Elementary School's POD 1, 2, 3, and Kindergarten Building.

Mike Adell presented a roofing bid for approval. Motion by Mrs. Wyatt, seconded by Mr. Long, and passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Wyatt No: None*) vote to approve the acceptance bid and approve awarding the contract to Universal Coatings, Inc. for Roofing Improvements at the Carlin C. Coppin project.

9.5 Information *Page 196 – 2017-2020 LCAP UPDATE – Callahan (16-17 G & O Component I, II, III, IV, V)*

•The 2016-2017 LCAP Committee and DAC/CELAC Parent Committees have been working diligently to provide input that supports the evaluation of our students' performance and our annual update of the District LCAP which will be brought forward to the board at a later date for review and approval.

Kerry Callahan presented a report on the LCAP. There will be new changes. A new template with a three year plan showing changes from year to year. An update will be brought to the board in April, and will get submitted to the County. The board will look at approving it in June.

9.6 Action *Page 197 – COMPREHENSIVE SAFE SCHOOL PLAN – Kilpatrick (16-17 G & O Component I, II, III, IV, V)*

•School safety is paramount in Western Placer Unified School District. Each of our eleven school sites and the district office practice safety on a daily basis by implementing processes and procedures to safeguard our students and staff as well as scheduling regular safety drills to practice responses to potential fire, lock-down and/or shelter-in-place situations. The District communicates with local law enforcement to determine and communicate best safety practices at our sites. All Comprehensive Safe School Plans are online and available for viewing at: <http://www.wpusd.k12.ca.us/Departments/Business-Services/index.html> and listed under Comprehensive Safe School Plans 2016-17 – Board Approved January 17, 2017.

Audrey Kilpatrick presented the Comprehensive Safe School Plan for approval. Motion by Mr. Armitage, seconded by Mr. Haley, and passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Wyatt No: None*) vote to approve the Districts Comprehensive Safe School Plan.

9.7 Action *Page 199 - ADOPTION OF REVISED/NEW POLICIES/EXHIBITS/REGULATIONS – Leaman (16-17 G & O Component I, II, III, IV, V)*

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

- BP/AR 3230 Federal Grant Funds
- BP/AR 3270 Sale and Disposal of Books, Equipment and Supplies
- AR 3440 Inventories
- AR 3460 Financial Reports and Accountability
- AR 3512 Equipment
- BP/AR 6200 Adult Education

Mr. Armitage asked to pull policy 6200 for corrections. Motion by Mr. Armitage, seconded by Mrs. Wyatt, and passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Wyatt No: None*) vote to approve the adoption of the revised/new policies as presented with the exception of BP/AR 6200.

10. BOARD OF TRUSTEES
10.1 FUTURE AGENDA ITEMS

February 7, 2017

Minutes

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

- High School in the Twelve Bridges Area
- Lincoln Crossing Elementary South/Facilities Update

10.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Long shared there will a presentation at his church on February 25th, and 26th on raising families and marriages.

Mr. Haley shared a book

Mrs. Wyatt shared Rotary has deliver bikes for book program, LHS Wrestling won League Championship, spoke to leadership class on volunteering, attended a wellness meeting, Baseball Opening day at McBean Park was great.

Mr. Armitage thankful the community came together on the Shazier case,

Mr. Carras things are changing in education.

11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➤ **February 21, 2017 7:00 P.M.**, Regular Meeting of the Board of Trustees - District Office/City Hall Bldg., 3rd Floor Conference Room

12. ADJOURNMENT

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

Paul Carras, President

Brian Haley, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

h:\wpfiles\board\minutes\020717

Accommodating Those Individuals with Special Needs:

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

Western Placer Unified School District
Regular Meeting of the Board of Trustees
February 21, 2017, 7:00 P.M.
WPUSD District Office/City Hall Building-3rd Floor Conference Room
600 Sixth Street, Lincoln, CA 95648

MINUTES

2016-2017 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; Component II: Curriculum Themes; Component III: Special Student Services; Component IV: Staff & Community Relations; Component V: Facilities/Administration/Budget.

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

Board Members Present:

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

Others Present:

Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business Services
Kerry Callahan, Assistant Superintendent of Educational Services
Gabe Simon, Assistant Superintendent of Personnel Services
Rosemary Knutson, Secretary to the Superintendent
Janna McCoy, LHS Student Advisory

6:20 P.M. START

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

6:25 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room
 - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
 - ~Scott Leaman, Superintendent
 - ~Gabe Simon, Assistant Superintendent of Personnel Services
 - ~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
 - ~Kerry Callahan, Assistant Superintendent of Educational Services

February 21, 2017

Minutes

- 3.2 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

- 3.3 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release -
Resolution No. 16/17.22 Authorizing the Release of Temporary Certificated Employees

7:00 P.M.

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

- 4.1 **Page 9 - CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services

No action was taken

- 4.2 **Page 10 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

No action was taken

- 4.3 **Page 11 - PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release -
Resolution No. 16/17.22 Authorizing the Release of Temporary Certificated Employees

Mr. Haley reported in closed session the board approved Resolution 16/17.22 authorizing the release of temporary certificated employees at the end of the 2016-2017 school year. And authorizing the district administration to serve required notices pursuant to education code 44954. It was a unanimous (*Ayes: Armitage, Carras, Haley, Long, Wyatt No: None*) roll call vote

5. **Page 13 - 16 - CONSENT AGENDA**

NOTICE TO THE PUBLIC

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

- 5.1 Certified Personnel Report
5.2 Classified Personnel Report

February 21, 2017

Minutes

Motion by Mr. Armitage, seconded Mr. Long, and passed by a 5-0 (*Ayes: Long, Haley, Wyatt, Armitage, Carras No: None*) roll call vote to approve the consent agenda as presented.

6. COMMUNICATION FROM THE PUBLIC

Angie Roland shared she wanted to come back and thank you from the bottom of her heart, and thanked Mr. Leaman for attending the hearing, and the judge shared all the letters were read.

Karen Anderson shared Angie was the leader of the group. She roused her troops to get things moving. It was a great pleasure working with Angie. Also thanked Mr. Leaman for traveling to San Jose. He gave a very compelling talk. She shared there were about 50 people there from Lincoln. It was a wonderful outcome.

Jessica Armistead shared the following update with the board:

Four years ago, we had the opportunity to create our Middle School Agriculture program at Glen Edwards and Twelve Bridges with the assistance of our Pathways Grant. The grant funding was only available for four years. This school year is the last year that the funding is available through that grant. I wanted to take this opportunity to share with you what we have been able to accomplish in the past few years and what we hope to accomplish in the future if our program is allowed to continue.

My two main goals with this program is to assist students in developing a passion and interest for agriculture, and prepare them for success in the agriculture program at Lincoln High School.

Our classroom curriculum is pieced together using multiple sources including model curriculums from Georgia and Texas and supplemented with leadership curriculum provided by the National FFA Association. Subject matter includes, plant science, animal science, agricultural mechanics and natural resources. Students are also provided leadership development and the opportunity to explore various careers in the agricultural industry.

Our Federal Perkins grant assists us in funding transportation to local agricultural field trips throughout the year. We have traveled to the LHS Farm, Chico State, UC Davis, Placer County Agriculture Day, Easley's Nursery and Fowler Nursery and have plans this spring to visit a Catfish Farm, and a Worm Farm. These field trips give our students first hand exposure to the agricultural industry.

Our gardens at both middle school sites have been an invaluable tool for our students. When the weather is favorable my students love going to the gardens and working outside. We have many plans to continue to develop these gardens into full functioning outdoor classrooms that not only my classes can benefit from, but other classes can too. It is my hope that as our gardens continue to grow, so will our relationship with district grounds and maintenance departments so that we can benefit from what we each have to offer.

This year we began an extracurricular club at both middle schools to include other students on campus in our program. Because California FFA does not recognize middle school agriculture programs as of yet, we call our club, Ag Leadership. Each site has a team of six students that stepped up to compose our officer teams. This year our club has participated in the Downtown Lincoln Christmas Lights Parade and Coordinated a Christmas Shopping Street Fair. This spring we are facilitating a school wide agricultural awareness campaign called "The Feeding Frenzy" where we share interesting information about agriculture and where food comes from.

Minutes

In the past few years I have learned that middle school is the perfect age for students to start exploring their interests and options for their future in high school and beyond. They get excited about things that they have a passion for and are energetic and enthusiastic about programs that are relevant to their everyday life. Even though middle school students only get one elective option, I really truly believe that THIS class needs to continue to be one of them.

Western Placer has one of the largest agriculture departments in the state, and we know it has the largest farm. As of right now, we are one of very few school districts with a two year sequenced middle school agriculture program and if it passes this spring at the State FFA Convention, we will be one of the first middle school FFA chapters in California. I have spent countless hours writing our curriculum, maintaining our gardens, writing grants and planning fundraisers. I did it because I believe in this program and I believe in these kids.

Thank you so much for your time this evening and I hope to be able to give you many more updates from this program in the future.

Marilou Edwards shared on the Science Expo, the 12th year of the science expo, and the 6th year of the night expo. Currently there are 275 students participating in the Science Expo. There are many groups involved in the expo, and at no cost to the students, all projects are paid with grants. The students do the majority of the work putting together the expo, it consists of 80 students putting things together. She presented project managers to share

~**Dan Luy** shared what the expo is, it a one of kind unique expo. 3rd grade students, which are about 1,000 student attended on Friday during the day. They share career opportunities, and pets for the students to see. Also welding science on display.

~**Rebecca Luy** another project planner, shared the history of science expo. This is the 12th year, and it started in the science class of Ms. Newman's class at Carlin C. Coppin, with Mrs. Edwards 2 physics classes, at that time it was only an hour long, now it's grown. All upper level classes are participating, and it shows 3rd grades what is available. As a 3rd grader her best display was the roller coaster, it's great for the community and the little kids.

~**Christian Drake Hipe** shared on Community support, when he attended the expo as a 3rd grader. The night expo collects a small entry fee, as well as fundraisers and raffles at the expo. All donations collected go towards scholarships. The largest contributions came from the Lincoln Community Foundation and Education Foundation.

7. **REPORTS & COMMUNICATION**

➤ Lincoln High School Student Advisory – Janna McCoy reported the following:

- Attended expo last year for the first time, it was amazing
- National FFA Week, every day this week is something special
- The breakfast was wonderful, learned so much
- Students are being accepted to colleges this week
- Scholarships deadlines are approaching
- Soccer is playing tonight for playoffs
- Wrestling won league championship

➤ Western Placer Teacher's Association, Tara McCroskey had no report

➤ Western Placer Classified Employee Association, Mike Kimbrough was not present

➤ Superintendent - Scott Leaman reported the following:

- The board was issued badges to the building

- The leadership breakfast was very good
- Rotary has invited him to speak this Thursday, Women's Club at 12:00
- Started hearing appeals, will have an appeal at PCOE the night of the expo
- Tonight we are asking you to take action on the calendar

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

8.1 Discussion/ Page 18 – CONSIDER APPROVING REVISED JOB DESCRIPTION

Action FOR TECHNOLOGY DATA SPECIALIST – Simon (16-17 G & O
Component I, II, III, IV, V)

•As a part of the ongoing review of District needs, programs, and staffing by the District there exists a need to approve a revised job description for a classified Technology Data Specialist, in order to establish the revised job requirements. This job description will go into effect following Board approval.

Gabe Simon presented a job description for approval. Motion by Mr. Haley, seconded by Mrs. Wyatt, and passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Wyatt No: None*) vote to approve the revised job description for Technology Data Specialist.

8.2 Discussion/ Page 22 – CONSIDER APPROVAL OF TENTATIVE AGREEMENT
Action BETWEEN WPUSD AND WPTA REGARDING ARTICLE XV –
WORK YEAR (CALENDAR) FOR THE 2017-2018 SCHOOL YEAR

– Simon (16-17 G & O Component I, II, III, IV, V)

•A tentative agreement has been reached between WPUSD and WPTA on the portion of Article XV – Work Year 2017-2018 as outlined in the attached document as it relates to the school calendar. This tentative agreement for the 2017-2018 school year for WPTA employees has been ratified by the WPTA membership.

Gabe Simon presented tentative work year calendar agreement for approval. Motion by Mr. Long, seconded by Mr. Haley and passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Wyatt No: None*) vote to approve the tentative agreement between WPUSD and WPTA regarding Article XV, Work Year Calendar for the 2017-2018 School Year

8.3 Discussion/ Page 24 – TWELVE BRIDGES MIDDLE SCHOOL OPEN
Action ENROLLMENT – Leaman (16-17 G & O Component I, II, III, IV, V)

•During the 2013/14 school year, the Western Placer Unified School established middle school boundaries based on projected enrollments. After enacting the boundaries, Glen Edwards Middle School has experienced an unexpected increase in enrollment.

Mr. Leaman presented open enrollment on middle schools. Has met with both middle school principals. Proposing the following:

- Once you start 6th grade, we will allow you to attend both 7th and 8th
- The district may cap attendance based on the grade level or school capacity

After some discussion there was a Motion by Mr. Armitage, seconded by Mr. Long passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Wyatt No: None*) vote to approve the Twelve Bridges Middle School Open Enrollment

8.4 Action

Page 44 - ADOPTION OF REVISED/NEW POLICIES/EXHIBITS/REGULATIONS – Leaman (16-17 G & O Component I, II, III, IV, V)

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

- BP 0410 Nondiscrimination in District Programs and Activities
- BP 0420.41 Charter School Oversight
- BP 3470 Debt Issuance and Management
- BP/AR 3513.3 Tobacco-Free Schools
- BP 5131.62 Tobacco
- AR 5125.3 Challenging Student Records
- BP/AR 6200 Adult Education

Motion by Mr. Haley, seconded by Mrs. Wyatt, and passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Wyatt No: None*) vote to approve revised and new policies/exhibits and regulations.

**8.5 Discussion/
Action**

Page 88 - CSBA DELEGATE ASSEMBLY ELECTION – Leaman (16-17 G & O Component I, II, III, IV, V)

• CSBA request the Board of Trustees take action to elect a representative to CSBA Delegate Assembly from our region or subregion. The board as a whole may vote for one candidate for the vacancy of the Subregion 4-D, which covers (Nevada, Placer, Sierra Counties). The ballot must be submitted by March 15, 2017.

Motion by Mrs. Wyatt, seconded by Mr. Haley, and passed by a 5-0 vote to submit the ballot with the listed candidates for our Subregion 4-D to CSBA Delegate Assembly Election

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

- High School in the Twelve Bridges Area
- Lincoln Crossing Elementary South/Facilities Update

9.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Long great leadership breakfast, we need to have press

Mr. Haley breakfast was great, good turnout, and a great group of speakers

Minutes

Mrs. Wyatt loves when people come up and say you really have this, it was great to see Isaiah participate in a game, and it's nice to see everyone embracing him

Mr. Armitage Looking forward to the 2x2 meeting

Mr. Carras shared Marilou talked about funding, is there funding available? Statewide data is coming out quick, graduation rates are two years behind, discipline data is behind.

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

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

➤ **March 21, 2017 7:00 P.M.**, Regular Meeting of the Board of Trustees – Twelve Bridges Elementary School

11. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:00 p.m.

Paul Carras, President

Brian Haley, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

Accommodating Those Individuals with Special Needs:

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Warrants

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Warrants may be found at
www.wpusd.k12.ca.us

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 7, 2017

ROLL CALL REQUIRED:

N/A

BACKGROUND:

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

RECOMMENDATION:

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

Checks Dated 02/24/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85541208	02/24/2017	CITY OF LINCOLN	01-5540	6,240.52	
			01-5550	3,997.24	
			01-5570	12,524.22	22,761.98
85541209	02/24/2017	PACIFIC GAS & ELECTRIC CO	01-5510		13,099.74
85541210	02/24/2017	VERIZON WIRELESS	01-5560	730.38	
			13-5560	52.30	
			21-5560	42.53	825.21
85541211	02/24/2017	Christina J. Johnson	01-4300		89.74
85541212	02/24/2017	Jenna M. Nohel	01-4300		104.44
85541213	02/24/2017	Craig P. Trevillyan	01-4300		59.87
85541214	02/24/2017	A TOUCH OF UNDERSTANDING, INC	01-5800		1,382.40
85541215	02/24/2017	CALTRONICS BUSINESS SYSTEMS	01-4300		98.39
85541216	02/24/2017	CDW GOVERNMENT INC	01-4300		289.50
85541217	02/24/2017	DISCOVERY OFFICE SYSTEMS	01-4300	518.91	
			01-5600	356.43	875.34
85541218	02/24/2017	FLINT BUILDERS, INC.	21-6270		22,810.00
85541219	02/24/2017	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		30.28
85541220	02/24/2017	LAKESHORE LEARNING MATERIALS	01-4300		350.00
85541221	02/24/2017	MONTY MULLER DBA MULLER SPORTS	01-5800		180.00
85541222	02/24/2017	ORIENTAL TRADING COMPANY INC	01-4300	41.09	
			Unpaid Tax	2.11-	38.98
85541223	02/24/2017	POSTMASTER / TBMS	01-4300		705.00
85541224	02/24/2017	SCHOOL SPECIALTY INC	01-4300		96.40
85541225	02/24/2017	TEACHERS PAY TEACHERS DEPT. 6759	01-4300	41.60	
			Unpaid Tax	2.61-	38.99
85541226	02/24/2017	WALLACE-KUHL & ASSOCIATES	21-5800		3,559.00
85541227	02/24/2017	WAVE Cable TV	01-5800		20.06
85541228	02/24/2017	WEST MUSIC	01-4300	844.25	
			Unpaid Tax	52.21-	792.04
85541229	02/24/2017	WOODWIND & BRASSWIND	01-4300		761.37
85541230	02/24/2017	Evelyn J. Anderson	01-4300		40.00
85541231	02/24/2017	Lori J. Fury	01-5200		34.78
85541232	02/24/2017	Jennifer L. Horton	01-5200		230.61
85541233	02/24/2017	Kathleen M. Leehane	01-5200		40.63
85541234	02/24/2017	Adam P. Salinger	01-5800		171.44
85541235	02/24/2017	BANK OF AMERICA #4333	01-4300	1,128.78	
			01-5200	1,676.26	2,805.04
85541236	02/24/2017	CITY OF LINCOLN/NON UTILITY	01-4300		50.00
85541237	02/24/2017	DISCOVERY OFFICE SYSTEMS	01-5600		117.80
85541238	02/24/2017	GRAINGER	01-4300		253.65
85541239	02/24/2017	POSTMASTER / SPECIAL ED.	01-4300		4.00
85541240	02/24/2017	SCHOOL STEPS, INC.	01-5800		19,950.00
85541241	02/24/2017	SIG EMPLOYEE BENEFITS TRUST	76-9558		694,161.05

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

ESCAPE ONLINE

Page 1 of 2

Checks Dated 02/24/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85541242	02/24/2017	SPECIALIZED EDUC OF CA, INC. DBA SIERRA SCHOOLS	01-5800		2,225.00
85541243	02/24/2017	AIR CONTROL SERVICES, INC.	13-5600		1,698.05
85541244	02/24/2017	DANIELSEN COMPANY	13-4380	195.27	
			13-4710	2,606.81	
			Unpaid Tax	9.67-	2,792.41
85541245	02/24/2017	PRODUCERS DAIRY FOODS, INC.	13-4710		3,242.95
85541246	02/24/2017	PROPACIFIC FRESH	13-4710		107.39
85541247	02/24/2017	ROLLER KING SKATING & BLADING	01-5800		450.00
Total Number of Checks			40		<u>797,343.53</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	33	68,934.78
13	Cafeteria Fund	5	7,902.77
21	Building Fund #1	3	26,411.53
76	Payroll Fund	1	694,161.05
Total Number of Checks		40	797,410.13
Less Unpaid Tax Liability			66.60-
Net (Check Amount)			<u>797,343.53</u>

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

ESCAPE ONLINE

Page 2 of 2

Checks Dated 02/17/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85540091	02/17/2017	CITY OF LINCOLN / PG&E REIMB	01-5510		1,935.24
85540092	02/17/2017	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		334.13
85540093	02/17/2017	SPURR	01-5530		18,547.67
85540094	02/17/2017	Victoria L. Galvan	01-5200		573.93
85540095	02/17/2017	Clelia Jocoy	01-4300		74.00
85540096	02/17/2017	Amy L. Pettersen	01-4300		20.04
85540097	02/17/2017	Susan E. Watkins	01-5200		118.15
85540098	02/17/2017	A-Z BUS SALES INC	01-4365		66.17
85540099	02/17/2017	ACSA REGION 2 / NORTH STATE	01-5200		405.00
85540100	02/17/2017	ADD SOME CLASS	01-4400		3,067.05
85540101	02/17/2017	AIRGAS	01-4300		26.94
85540102	02/17/2017	AMERICAN READING COMPANY, INC.	01-4100	2,631.27	
			Unpaid Tax	177.87-	2,453.40
85540103	02/17/2017	ANGELINA BROWN - DBA ANGEION CONSULTING	01-5800		2,500.00
85540104	02/17/2017	BUS WEST - FRESNO	01-4365		76.95
85540105	02/17/2017	C & S TELECOMMUNICATIONS INC	01-4300	149.44	
			01-5600	230.56	380.00
85540106	02/17/2017	CHRISTOPHER FREEMAN - DBA POWER PROTECTION PLUS	01-5800		7,500.00
85540107	02/17/2017	CITY OF LINCOLN/NON UTILITY	01-4300		60.00
85540108	02/17/2017	CLIMATE CONTROL INC	01-5600		276.00
85540109	02/17/2017	GCR TIRES & SERVICE	01-4360		332.23
85540110	02/17/2017	GRAINGER .	01-4300		53.30
85540111	02/17/2017	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		273.31
85540112	02/17/2017	HOLT OF CALIFORNIA	01-4365	869.25	
			01-5600	1,029.38	1,898.63
85540113	02/17/2017	J & J SCREEN & GLASS	01-5600		213.42
85540114	02/17/2017	JABBERGYM INC.	01-5800		7,325.00
85540115	02/17/2017	JOCELYN MITCHELMORE	01-5800		10,000.00
85540116	02/17/2017	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		546.25
85540117	02/17/2017	LOWE'S	01-4300		1,156.39
85540118	02/17/2017	LOZANO SMITH LLP	01-5810	10,138.48	
			21-5810	611.00	
			25-5810	3,151.00	13,900.48
85540119	02/17/2017	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		822.36
85540120	02/17/2017	MEDICAB OF SACRAMENTO/SIERRA	01-5800		2,399.50
85540121	02/17/2017	NORMAC	01-4300		4,592.68
85540122	02/17/2017	PAUL LEE NUZMAN - DBA OMG DIVERSIFIED DOOR & LOCK	01-4300		833.06
85540123	02/17/2017	PCOE - PLACER CO OFFICE OF ED	01-5200	1,000.00	
			01-5800	93,310.00	
			01-7142	1,016.48	95,326.48

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

ESCAPE

Page 1 of 4

Checks Dated 02/17/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85540124	02/17/2017	PEARSON - PSYCHOLOGICAL CORP.	01-4300		96.66
85540125	02/17/2017	PLACER LEARNING CENTER	01-5800		45,330.70
85540126	02/17/2017	PRECISION WEST TECHNOLOGIES	01-5600		5,802.00
85540127	02/17/2017	REGINA ROSENZWEIG	01-5800		6,600.00
85540128	02/17/2017	ROY R. RADTKE - DBA APPROVED SAFE & LOCK	01-4300	318.85	
			01-5600	266.02	584.87
85540129	02/17/2017	SAC VAL JANITORIAL SALES	01-4300		53.57
85540130	02/17/2017	SACRAMENTO VALLEY GOLF CARTS	01-5600		114.55
85540131	02/17/2017	SAN LUIS OBISPO CO OFFICE ED	01-5200		150.00
85540132	02/17/2017	SCHOOL NURSE SUPPLY INC.	01-4300		626.82
85540133	02/17/2017	SIERRA FOOTHILLS ACADEMY	01-5800		43,711.83
85540134	02/17/2017	SIERRA OFFICE SUPPLIES &	01-4300		549.21
85540135	02/17/2017	SITEONE LANDSCAPE SUPPLY	01-4300		599.68
85540136	02/17/2017	THE FRUITGUYS	01-4300		255.00
85540137	02/17/2017	US BANK BUSINESS EQUIPMENT	01-5600		2,974.19
85540138	02/17/2017	WESTERN PLACER WASTE	01-5540		168.74
85540139	02/17/2017	WILCO SUPPLY	01-4300		133.35
85540140	02/17/2017	S & S WORLDWIDE	01-4300		1,481.66
85540141	02/17/2017	AMBER DUGAN	13-8699		23.85
85540142	02/17/2017	Stacey Brown	01-4300		466.52
85540143	02/17/2017	Jeffrey M. Duer	01-4300		284.11
85540144	02/17/2017	Karina A. Kappmeyer-Sofia	01-4300		62.59
85540145	02/17/2017	Marlene A. Marelio	01-4300		15.00
85540146	02/17/2017	Maria d. Mojica-Bierwirth	01-5200		51.75
85540147	02/17/2017	Susan M. Nelson	01-4300		29.01
85540148	02/17/2017	Joshua J. O'Geen	01-4300		169.79
85540149	02/17/2017	Lori Reitman	01-4300		39.32
85540150	02/17/2017	Mary Lou Resendes	01-4300		19.54
85540151	02/17/2017	Michelle T. Rowe	01-4300		22.35
85540152	02/17/2017	Jada L. Saul	01-4300		25.09
85540153	02/17/2017	Deborah C. Tofft	01-4300		85.59
85540154	02/17/2017	AIRGAS	01-4300		77.95
85540155	02/17/2017	ALAN S BROOKS	21-6290	1,950.00	
			25-6290	1,425.00	3,375.00
85540156	02/17/2017	ATHLETICS UNLIMITED	01-4300		327.77
85540157	02/17/2017	BARNES & NOBLE BOOKSTORES	01-4300		44.03
85540158	02/17/2017	BEST BUY FOR BUSINESS	01-4300		482.46
85540159	02/17/2017	BLACKBURN CONSULTING	25-6280		776.55
85540160	02/17/2017	CDW GOVERNMENT INC	01-4300	3,923.45	
			01-4400	15,615.00	19,538.45
85540161	02/17/2017	CHRISTOPHER FREEMAN - DBA POWER PROTECTION PLUS	21-5800		480.00
85540162	02/17/2017	CLASSROOM DIRECT.COM	01-4300		222.22
85540163	02/17/2017	CURRICULUM ASSOCIATES INC.	01-4300		3,444.87

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

ESCAPE ONLINE

Page 2 of 4

Checks Dated 02/17/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85540164	02/17/2017	DISCOUNT MAGAZINE SUB SERVICE	01-4300		287.79
85540165	02/17/2017	DISCOUNT SCHOOL SUPPLY	01-4300		114.70
85540166	02/17/2017	FLINT BUILDERS, INC.	21-6270		433,370.00
85540167	02/17/2017	FLORAL RESOURCES SACRAMENTO	01-4300		419.04
85540168	02/17/2017	FOLLETT SCHOOL SOLUTIONS, INC.	01-4100		603.49
85540169	02/17/2017	GOLD COUNTRY MEDIA PUBLICATIONS	25-5800		117.80
85540170	02/17/2017	J's COMMUNICATIONS INC	01-4300		863.90
85540171	02/17/2017	LOWE'S	01-4300		566.07
85540172	02/17/2017	MICHAEL MEDLIN	21-6290	4,875.00	
			25-6290	1,575.00	6,450.00
85540173	02/17/2017	MJB WELDING SUPPLY, INC.	01-4300		387.00
85540174	02/17/2017	OFFICE DEPOT	01-4300		208.31
85540175	02/17/2017	PCOE - PLACER CO OFFICE OF ED	01-5200		125.00
85540176	02/17/2017	RAY MORGAN CO. / CHICO	01-5600		278.44
85540177	02/17/2017	REDI-MAT COMPANY, INC.	01-4300		644.74
85540178	02/17/2017	SACRAMENTO RIVERCATS	01-5800		100.00
85540179	02/17/2017	SCHOOL SPECIALTY INC	01-4300		508.86
85540180	02/17/2017	TEACHER DIRECT	01-4300	337.24	
			Unpaid Tax	22.80-	314.44
85540181	02/17/2017	TEACHERS PAY TEACHERS DEPT. 6759	01-4300	122.67	
			Unpaid Tax	7.89-	114.78
85540182	02/17/2017	TWELVE BRIDGES MIDDLE ASB	01-5800		17,357.50
85540183	02/17/2017	BLAZIN REPAIR COMPANY, INC.	13-5600		631.12
85540184	02/17/2017	CROWN DISTRIBUTING INC.	13-4380		2,847.01
85540185	02/17/2017	CULTURE SHOCK YOGURT	13-4710		321.00
85540186	02/17/2017	DANIELSEN COMPANY	13-4380	98.90	
			13-4710	3,819.87	
			Unpaid Tax	1.93-	3,916.84
85540187	02/17/2017	GOLD STAR FOODS, INC	13-4710		20,677.21
85540188	02/17/2017	PROPACIFIC FRESH	13-4380	199.84	
			13-4710	13,554.46	13,754.30
85540189	02/17/2017	SYSCO SACRAMENTO	13-4380	853.32	
			13-4710	5,294.53	6,147.85
85540190	02/17/2017	UNIFIRST CORPORATION	13-5800		1,813.58
85540191	02/17/2017	BOYLE FUTURE TECHNOLOGY	01-4345	28.74	
			01-5600	96.61	125.35
85540192	02/17/2017	CAPITOL CLUTCH AND BRAKE INC	01-4365		1,360.51
85540193	02/17/2017	CAPITOL PUBLIC FINANCE GROUP	21-5800	585.00	
			49-5800	1,500.00	2,085.00
85540194	02/17/2017	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		93.78
85540195	02/17/2017	INTEGRATED FIRE SYSTEMS INC	01-4300	50.80	
			01-5600	1.07-	

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

ESCAPE ONLINE

Page 3 of 4

Checks Dated 02/17/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85540195	02/17/2017	INTEGRATED FIRE SYSTEMS INC	01-5800	174.13	223.86
85540196	02/17/2017	PPG PAINTS ARCHITECTURAL FINISHES, INC.	01-4300		124.05
85540197	02/17/2017	RIEBES AUTO PARTS	01-4365		1,164.43
85540198	02/17/2017	SIERRA OFFICE SUPPLIES &	01-4300		485.94
85540199	02/17/2017	SITEONE LANDSCAPE SUPPLY	01-4300		7.30
85540200	02/17/2017	U.S. BANK NATIONAL ASSOCIATION	01-4300	748.73	
		U.S. BANCORP PURCHASING CARD			
			01-5200	3,169.06	
			01-5800	89.99	4,007.78
Total Number of Checks			110		840,003.17

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	94	339,662.62
13	Cafeteria Fund	9	50,134.69
21	Building Fund #1	6	441,871.00
25	Capital Facilities Fund	5	7,045.35
49	Mello Roos Capital Projects	1	1,500.00
Total Number of Checks		110	840,213.66
Less Unpaid Tax Liability			210.49-
Net (Check Amount)			840,003.17

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

ESCAPE ONLINE

Page 4 of 4

Checks Dated 02/10/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85538674	02/10/2017	AT&T	01-5560		1,854.29
85538675	02/10/2017	JIVE COMMUNICATIONS, INC.	01-5560		539.08
85538676	02/10/2017	Amanda Y. Gee	01-5200		99.51
85538677	02/10/2017	Amber N. Hichborn	01-5200		177.51
85538678	02/10/2017	Bhawnpreet Kaur	01-5200		123.79
85538679	02/10/2017	Tracey N. Lillie	01-4300	27.29	
			11-5200	37.72	65.01
85538680	02/10/2017	Christopher J. Mireles	01-5200		45.65
85538681	02/10/2017	Katelynn A. Myers	01-5200		48.32
85538682	02/10/2017	Amy L. Pettersen	01-5200		103.37
85538683	02/10/2017	A-Z BUS SALES INC	01-4365		374.49
85538684	02/10/2017	ADI HONEYWELL INTERNATIONAL	01-4300		90.09
85538685	02/10/2017	BUS WEST - FRESNO	01-4365		75.94
85538686	02/10/2017	C & S TELECOMMUNICATIONS INC	01-4300	43.26	
			01-5600	66.74	110.00
85538687	02/10/2017	CALIFORNIA HYDRONICS CORP.	01-4300	397.45	
			01-4400	847.28	1,244.73
85538688	02/10/2017	CHRISTOPHER FREEMAN - DBA POWER PROTECTION PLUS	01-5600		636.00
85538689	02/10/2017	CLIMATE CONTROL INC	01-5600		1,331.45
85538690	02/10/2017	DAWSON OIL COMPANY	01-4345	4,443.77	
			01-4350	8,293.33	12,737.10
85538691	02/10/2017	ELISE HAUGH - DBA SPEECH & LANGUAGE THERAPY &	01-5800		2,275.00
85538692	02/10/2017	HD SUPPLY FACILITIES MAINTENANCE, LTD.	01-4300		680.80
85538693	02/10/2017	HORIZON	01-4300		277.70
85538694	02/10/2017	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-5800		1,063.75
85538695	02/10/2017	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		241.50
85538696	02/10/2017	MEDICAL BILLING TECHNOLOGIES	01-5800		863.35
85538697	02/10/2017	MYTANA	01-4300		322.96
85538698	02/10/2017	NOR-CAL ROOFING INC	01-5600		2,176.00
85538699	02/10/2017	PLACER COUNTY SELPA	01-5200		25.00
85538700	02/10/2017	PLATT ELECTRIC SUPPLY, INC.	01-4300		427.07
85538701	02/10/2017	REVOLVING NETWORKS	01-4300		430.00
85538702	02/10/2017	RYLAND SCHOOL BUSINESS CONSULTING	01-5800		616.25
85538703	02/10/2017	SAC VAL JANITORIAL SALES	01-4300		7,614.54
85538704	02/10/2017	SIERRA OFFICE SUPPLIES &	01-4300		28.84
85538705	02/10/2017	SOLUTION TREE	01-5800		10,400.00
85538706	02/10/2017	STINEMAN'S FARM SUPPLY	01-4300		42.74
85538707	02/10/2017	THE FRUITGUYS	01-4300		180.00
85538708	02/10/2017	TOTAL EDUCATIONAL SYS SUPPORT	01-5800		5,700.00
85538709	02/10/2017	US BANK BUSINESS EQUIPMENT	01-5600		45.65

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

ESCAPE 

Page 1 of 3

Checks Dated 02/10/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85538710	02/10/2017	YOGA CALM	01-5300		100.00
85538711	02/10/2017	ZIEGELMANN'S REFRIGERATION	01-5600		3,203.84
85538712	02/10/2017	Abigail C. Castillo	01-5200		192.06
85538713	02/10/2017	Shana L. Ohlhausen	01-4300		32.25
85538714	02/10/2017	ORIENTAL TRADING COMPANY INC	01-4300	1,602.69	
			Unpaid Tax	99.10-	1,503.59
85538715	02/10/2017	UNIFIRST CORPORATION	13-5800		897.50
85538716	02/10/2017	KATHRYN STARBUCK	01-5800		200.00
85538717	02/10/2017	Ersula M. Bombard	01-4300		28.25
85538718	02/10/2017	Cindy J. Hood	01-5200		30.95
85538719	02/10/2017	Allison V. Patterson	01-4300		83.30
85538720	02/10/2017	Reno P. Penders	01-4300		67.67
85538721	02/10/2017	Adam P. Salinger	01-4300		38.95
85538722	02/10/2017	ADD SOME CLASS	01-4300		398.62
85538723	02/10/2017	ANDERSONS SCHOOL SPIRIT	01-4300	225.15	
			Unpaid Tax	12.66-	212.49
85538724	02/10/2017	ATHLETICS UNLIMITED	01-4300		585.44
85538725	02/10/2017	BOOST PROMOTIONS	01-4300	698.46	
			Unpaid Tax	46.17-	652.29
85538726	02/10/2017	BURKETT'S OFFICE	01-4300		3,971.14
85538727	02/10/2017	CDW GOVERNMENT INC	01-4300		440.31
85538728	02/10/2017	COAST TO COAST COMPUTER PRODUCTS	01-4300		142.62
85538729	02/10/2017	DEMCO MEDIA	01-4300		327.39
85538730	02/10/2017	DISCOVERY OFFICE SYSTEMS	01-4300		398.78
85538731	02/10/2017	ENTERPRISE RENT A CAR	01-5800		136.92
85538732	02/10/2017	FLINT BUILDERS, INC.	21-6270		35,220.00
85538733	02/10/2017	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200		1,337.78
85538734	02/10/2017	HAWKINS OFFICIATING SERVICE	01-5800		140.00
85538735	02/10/2017	KINKO'S INC. FEDEX ACCOUNT# 0579238461 0001	01-4300		289.58
85538736	02/10/2017	LAMINATION DEPOT	01-4300		64.42
85538737	02/10/2017	LANDMARK CONSTRUCTION	01-6200	260,044.78	
			25-6200	28,893.87	288,938.65
85538738	02/10/2017	NASCO MODESTO	01-4300		18.96
85538739	02/10/2017	OFFICE DEPOT	01-4300		1,537.92
85538740	02/10/2017	ORIENTAL TRADING COMPANY INC	01-4300	374.22	
			Unpaid Tax	22.94-	351.28
85538741	02/10/2017	PCOE - PLACER CO OFFICE OF ED	01-4300		420.00
85538742	02/10/2017	PJ'S MAIL & PARCEL SERVICE	01-4300		46.92
85538743	02/10/2017	PLACER FARM SUPPLY	01-4300		39.71
85538744	02/10/2017	PLANK ROAD PUBLISHING INC	01-4300	265.70	
			Unpaid Tax	16.96-	248.74
85538745	02/10/2017	PRINT TO MAIL	01-4300		1,111.28
85538746	02/10/2017	RAMOS OIL COMPANY	01-4300		978.09
85538747	02/10/2017	RAY MORGAN CO. / CHICO	01-4300		349.72

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

ESCAPE ONLINE

Page 2 of 3

Checks Dated 02/10/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85538748	02/10/2017	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-4300		135.00
85538749	02/10/2017	RIEBES AUTO PARTS	01-4300		234.21
85538750	02/10/2017	RISO PRODUCTS OF SAC INC	01-4300		665.65
85538751	02/10/2017	SCHOOL FACILITY CONSULTANTS	25-5800		4,233.38
85538752	02/10/2017	SCHOOL SPECIALTY INC	01-4300		15.27
85538753	02/10/2017	SCHOOL TECH SUPPLY	01-4300		2,459.42
85538754	02/10/2017	SIERRA HAY & FEED	01-4300		79.02
85538755	02/10/2017	SIERRA OFFICE SUPPLIES &	01-4300		355.32
85538756	02/10/2017	TOLEDO P.E. SUPPLY	01-4300	180.15	
			Unpaid Tax	12.18-	167.97
85538757	02/10/2017	WEST MUSIC	01-4300	360.36	
			Unpaid Tax	24.36-	336.00
Total Number of Checks			84		406,486.13

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	81	337,438.03
11	Adult Education Fund	1	37.72
13	Cafeteria Fund	1	897.50
21	Building Fund #1	1	35,220.00
25	Capital Facilities Fund	2	33,127.25
Total Number of Checks		84	406,720.50
Less Unpaid Tax Liability			234.37-
Net (Check Amount)			406,486.13

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

ESCAPE 

Page 3 of 3

Checks Dated 02/03/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85537517	02/03/2017	Sheila M. Bane	01-4300		47.34
85537518	02/03/2017	Annie Z. Brothers	01-4300		24.28
85537519	02/03/2017	Victoria A. Grever	01-4300		44.72
85537520	02/03/2017	Conni B. London	01-4300		39.45
85537521	02/03/2017	Anita E. Moya Del Pino	01-4300		18.76
85537522	02/03/2017	Susan M. Nelson	01-4300		35.25
85537523	02/03/2017	Reno P. Penders	01-4300		50.00
85537524	02/03/2017	ALAN S BROOKS	25-6290		5,625.00
85537525	02/03/2017	ATHLETICS UNLIMITED	01-4300		3,095.12
85537526	02/03/2017	B&H PHOTO VIDEO	01-4300	3,291.46	
			01-4400	3,293.63	
			Unpaid Tax	438.84-	6,146.25
85537527	02/03/2017	BLACKBURN CONSULTING	25-6280		5,967.60
85537528	02/03/2017	CDW GOVERNMENT INC	01-4300	187.58	
			01-4400	338.27	525.85
85537529	02/03/2017	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		58.01
85537530	02/03/2017	JASON T CABLE - DBA C5 GRAPHICS	21-5800		129.00
85537531	02/03/2017	JUNIOR LIBRARY GUILD	01-4300		25.74
85537532	02/03/2017	LPA INC.	01-5800	8,810.51	
			01-6210	8,150.71	
			21-6210	50,133.68	67,094.90
85537533	02/03/2017	MIKALAI KALMAN	01-5800		2,941.60
85537534	02/03/2017	MONOPRICE INC	01-4300		940.04
85537535	02/03/2017	NASCO MODESTO	01-4300		3,138.24
85537536	02/03/2017	NOODLE TOOLS, INC.	01-5800		410.00
85537537	02/03/2017	OFFICE DEPOT	01-4300		47.43
85537538	02/03/2017	PURCHASE POWER	01-4300		1,100.03
85537539	02/03/2017	READ NATURALLY INC.	01-4300		599.10
85537540	02/03/2017	REI RECREATIONAL EQUIPMENT INC	01-4300		277.57
85537541	02/03/2017	RISO PRODUCTS OF SAC INC	01-4300		314.75
85537542	02/03/2017	SACRAMENTO RIVERCATS	01-5800		110.00
85537543	02/03/2017	SCHOLASTIC MAGAZINE	01-4300		435.05
85537544	02/03/2017	SCHOOL TECH SUPPLY	01-4300	11,079.91	
			01-4400	1,339.53	12,419.44
85537545	02/03/2017	STAPLES BUSINESS ADVANTAGE	01-4300		8,552.26
85537546	02/03/2017	Vincent R. Hurtado	01-5200		360.17
85537547	02/03/2017	BEST BUY FOR BUSINESS	01-4300		151.79
85537548	02/03/2017	BUREAU OF EDUCATION & RESEARCH	01-5200		249.00
85537549	02/03/2017	CABE	01-5200		825.00
85537550	02/03/2017	CALIF.DEPT OF ED CDE PRESS	01-4300		970.58
85537551	02/03/2017	CDW GOVERNMENT INC	01-4300		4,153.80
85537552	02/03/2017	CPI - CRISIS PREVENTION INSTITUTE	01-5300		150.00

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

ESCAPE

ONLINE

Page 1 of 3

Checks Dated 02/03/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85537553	02/03/2017	E-FILLIATE INC	01-4300		62.07
85537554	02/03/2017	FLAG HOUSE	01-4300		97.37
85537555	02/03/2017	GRAINGER .	01-4300		143.14
85537556	02/03/2017	HANKIN SPECIALTY ELEVATORS INC	01-5600	230.77	
			01-5800	219.23	450.00
85537557	02/03/2017	HOME DEPOT CREDIT SERVICES	01-4300		509.59
85537558	02/03/2017	LAKESHORE LEARNING MATERIALS	01-4300		122.23
85537559	02/03/2017	PLACER COUNTY SELPA	01-5200		25.00
85537560	02/03/2017	POSTMASTER / SPECIAL ED.	01-4300		94.00
85537561	02/03/2017	REVOLVING NETWORKS	01-4300	200.00	
			01-4400	1,650.00	1,850.00
85537562	02/03/2017	SIERRA OFFICE SUPPLIES &	01-4300		35.29
85537563	02/03/2017	SIG SCHOOLS INSURANCE GROUP	01-5400		1,120.00
85537564	02/03/2017	SITEONE LANDSCAPE SUPPLY	01-4300		823.15
85537565	02/03/2017	SWRCB/STATE WATER RESOURCES	01-5800		1,676.00
85537566	02/03/2017	ULINE SHIPPING SUPPLIES	01-4300		67.15
85537567	02/03/2017	UNIVERSAL SPECIALTIES, INC.	01-4300		375.48
85537568	02/03/2017	AIR CONTROL SERVICES, INC.	13-5600		1,895.29
85537569	02/03/2017	CROWN DISTRIBUTING INC.	13-4380		2,277.35
85537570	02/03/2017	CULTURE SHOCK YOGURT	13-4710		1,380.30
85537571	02/03/2017	DANIELSEN COMPANY	13-4380	348.74	
			13-4710	7,925.87	
			Unpaid Tax	11.59-	8,263.02
85537572	02/03/2017	GOLD STAR FOODS, INC	13-4710		25,618.73
85537573	02/03/2017	PRODUCERS DAIRY FOODS, INC.	13-4710		6,382.07
85537574	02/03/2017	PROPACIFIC FRESH	13-4380	124.96	
			13-4710	15,056.77	15,181.73
85537575	02/03/2017	SYSCO SACRAMENTO	13-4710		3,184.19
85537576	02/03/2017	JAMI KINNEY	13-8634		60.00
85537577	02/03/2017	RICHARD L. FLORES - DBA BETWEEN THE LINES	01-4300	603.82	
			Unpaid Tax	40.82-	563.00
85537578	02/03/2017	NANCY ALEXANDER-STORM	01-5800		2,348.37
85537579	02/03/2017	PACIFIC GAS & ELECTRIC CO	01-5510		992.90
85537580	02/03/2017	VERIZON WIRELESS	01-5560	2,363.06	
			13-5560	63.39	
			21-5560	53.39	2,479.84
85537581	02/03/2017	WAVE BUSINESS WAVE BROADBAND-ROCKLIN	01-5560		13,099.55
Total Number of Checks			65		218,249.93

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	53	92,514.85
13	Cafeteria Fund	10	64,317.66

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

ESCAPE ONLINE

Page 2 of 3

Checks Dated 02/03/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
--------------	------------	---------------------	---------	-----------------	--------------

Fund Recap

Fund	Description	Check Count	Expensed Amount
21	Building Fund #1	3	50,316.07
25	Capital Facilities Fund	2	11,592.60
Total Number of Checks		65	218,741.18
Less Unpaid Tax Liability			491.25-
Net (Check Amount)			218,249.93

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

ESCAPE **ONLINE**

Page 3 of 3

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:

Agreement for Linmoore Fencing
And Iron Works Inc. and
Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent, Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

RDA Funds

MEETING DATE:

March 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The district has contracted with Linmoore Fencing to replace a chain link fence at Carlin C. Coppin Elementary School. The services will include removal of existing fence and installation of 437 feet of new iron fencing. The cost for these services will be \$40,150.00 and will be paid with RDA funds.

RECOMMENDATION:

Administration recommends that the Board ratify the agreement between Linmoore Fencing and Iron Works, Inc. and Western Placer Unified School District.



LINMOORE FENCING and Iron Works Inc.

7512 Watson Way
Citrus Heights, Ca 95610
(916)725-4321 Phone
(916)728-4321 Fax
linmoorefencing@comcast.net
www.linmoorefencing.com

Lic. #711703

Date: 02/20/2017
Contract: Western Placer Unified School District - Stan Brandl
Phone: Office 916-434-5000 / Stan 916-206-4492
Address: Carlin C Coppin Elementary - 150 E. 12th St. Lincoln

Description of the Project and Significant Materials:

CONSTRUCTION CONTRACT

Tear out and haul away existing chain link fencing
Posts to be cut 3" below grade and filled with dirt to prevent trip hazard

Install approximately 437' of 6' tall iron fencing
1 1/2" top and bottom rails
3/4" face welded square top pickets spaced at 3 7/8"
2 1/2" posts set approximately every 8'

Remove and haul away existing chain link fabric from fencing and gate
Install approximately 215' of black vinyl coated chain link fabric with black privacy plus slats
Straighten and replace existing posts/framework as necessary
All bands/ wire ties/hardware to be provided by Linmoore
Existing posts and framework to be painted by 3rd party
New posts to be set in areas without existing fencing

Install new chain link fabric on existing gate frame

Fabricate and install 2 custom double gates - Style to match fencing
Emergency vehicle access gates to be at least 21' wide
Center heavy-duty lockable drop rod
Heavy-duty greasable ball bearing hinges
6" heavy-duty posts (1/4" wall)

Fabricate and install 3 custom walk gates
1 1/2" frame with 3/4" face welded square top pickets
To be equipped with panic hardware, hydraulic closer and keyed lever handle (cylinder to be provided by district)
Flat bar guard to be welded above and below panic hardware for additional security
To be screened with expanded metal to prevent reach through
Transom above to prevent spreading of gate

Powder coated Black

Project bid at state prevailing wage

Contractor will furnish all labor, materials, equipment, supervision and contract administration complete in accordance with above specifications.

Contract Price: General Contractor shall pay Linmoore Fencing & Iron Works, Inc. the fixed sum of
\$ Forty Thousand One Hundred Fifty Dollars 00/100' \$40,150.00

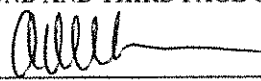
For the work performed under this contract, subject to additions and deductions pursuant to change orders agreed upon by both parties. Payment Terms: PAID IN FULL UPON COMPLETION

Start and completion date of project are subject to size and scope of work to be performed and may vary. The approximate start date will be within 30 days of date of signing. Proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

I AGREE TO ALL TERMS ON THIS PAGE AS WELL AS THE SECOND AND THIRD PAGE OF THE CONTRACT ATTACHED

Date _____
Jay Linstroth, Linmoore Fencing & Iron Works, Inc.


Owner/General Contractor

Date 2/24/17



LINMOORE FENCING and Iron Works Inc.

7512 Watson Way
Citrus Heights, Ca 95610
(916)725-4321 Phone
(916)728-4321 Fax
linmoorefencing@comcast.net
www.linmoorefencing.com

Lic. #711703

CONTRACT PAGE 2 OF 3 - NOTICES AND DISCLOSURES / CONTRACTORS STATE LICENSE BOARD

You are entitled to a completely filled in copy of this contract, signed by both you and Linmoore Fencing & Iron Works, Inc., before any work may be started.

Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. The extra work or change order is not enforceable against you unless the change order identifies the scope of work encompassed by the order, the amount to be added or subtracted and the effect the order will make in the progress payments or completion date. Linmoore Fencing & Iron Works, Inc.'s failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. Linmoore Fencing & Iron Works, Inc. is not required to perform additional work of changes without written approval in a change order before any of the new work is started.

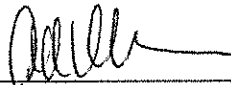
Linmoore Fencing & Iron Works, Inc. carries commercial general liability insurance written by Foothill Valley Insurance. You may call Foothill Valley Insurance at (916) 773-4560 to check coverage. Linmoore Fencing & Iron Works, Inc. carries workers' compensation insurance for all employees.

Anyone who helps improve your property, but who is not paid, may record a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. For information about preventing liens, visit CSLB's website at www.cslb.ca.gov or call CSLB at 1-800-321-2752.

CLSB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information please visit www.cslb.ca.gov, call 1-800-321-2752 or write to P.O. Box 26000, Sacramento, CA 95826.

Notice of Three Day Right to Cancel: The law requires that Linmoore Fencing & Iron Works, Inc. provides a notice explaining your right to cancel. You have the right to cancel this contract within three business days of signing. You may cancel by e-mailing, mailing, faxing, or delivering a written notice. Linmoore Fencing & Iron Works, Inc. must receive all notices by midnight of the third business day. Please include your name, your address, and the contract cancellation date. Upon cancellation, a 10% balance of the previously contracted amount will remain due for administrative fees and material restocking fees. Linmoore Fencing & Iron Works, Inc. must return any payments exceeding the 10% fee within 10 business days of receiving the cancellation notice. As property owner or general contractor, you must make any materials or products provided available to Linmoore Fencing & Iron Works, Inc. Any goods delivered to you under this contract must be at the contracted residence, in equally good condition as you received it. Alternatively, if you wish to comply with Linmoore Fencing & Iron Works, Inc.'s instructions on how to return the goods, you may do so at your own expense and risk. If you make the goods available to Linmoore Fencing & Iron Works, Inc. and we do not pick them up within 20 days of the date of your notice, you may keep them without any further obligation. If you fail to make the goods available, or if you agree to return the goods and fail to do so, then you remain liable for performance of all obligations under the contract.

Date _____
Jay Linstroth, Linmoore Fencing & Iron Works, Inc.



Date 2/24/17
Owner/General Contractor

☒ I have received and understand the
Notice of the Three-Day Right to Cancel.



LINMOORE FENCING and Iron Works Inc.

Lic. #711703

7512 Watson Way
Citrus Heights, Ca 95610
(916)725-4321 Phone
(916)728-4321 Fax
linmoorefencing@comcast.net
www.linmoorefencing.com

CONTRACT PAGE 3 OF 3 - NOTICES AND DISCLOSURES / LINMOORE FENCING & IRON WORKS, INC.

Linmoore Fencing and Iron Works, Inc. is not responsible for property lines. All property lines must be properly marked by owner. An additional fee will result as "loss of labor wage" if delay of work is caused by unclear/unmarked property lines. Total footage measurements include gate openings (jobs are measured through gates). Exact fence/gate placement to be determined by homeowner or general contractor on first day of installation with installer. Linmoore Fencing and Iron Works, Inc. is not responsible for incorrect fence placement or code violations due to property lines, landscaping, pool placement, etc. Ground must be graded properly and prepared for work to include, but not limited to, level ground, open trenches, knowledge and marking of: location of sprinklers, pool piping, underground electrical, gas and phone lines. It is the owner's responsibility to locate and mark such items to avoid damage during planned work. Linmoore Fencing and Iron Works, Inc. is not responsible for underground utilities. All underground utilities can be marked by USA, please call 1-800-227-2600 to request marking as needed. If underground sprinkler piping is damaged due to post setting or fencing work, sprinklers can be repaired for a material charge and labor fee of \$105 an hour as applicable.

Jack hammering, core drilling, or asphalt/concrete cutting may be an additional cost unforeseen in original scope of work. If jack hammering, core drilling or cutting of asphalt/concrete is required to set posts, an hourly fee of \$105 per hour will apply. Typical post setting spacing is approximately every 8 to 10 ft, if additional posts are required to tie in to existing fencing or due to excessive starts and stops for obstructions in fence line, an additional fee will be applicable. Trees and shrubs should be trimmed/ removed from work areas; if fencing lines cannot be accessed due to excess foliage owner may be billed at \$105 per hour for trimming/ removal.

Concrete and/ or custom concrete applications such as coloring and/ or stamping should be cured for at least 24 hours prior to fencing/ railing installations in these areas. Custom decking sealants should be disclosed to Linmoore Fencing and Iron Works, Inc. for proper installation and integrity of fencing/ railing installation.

Linmoore Fencing and Iron Works, Inc. is not responsible for running electrical to gate operators. Linmoore Fencing and Iron Works, Inc. can run low voltage wiring from electrical source to operator within 100'.

Linmoore Fencing and Iron Works, Inc. is not responsible/ liable for improper backing and/ or no backing behind walls, columns, etc. If improper backing or no backing exists an additional fee may be applied for custom fabrication of plates, etc. to ensure stable installation. In the instance of improper/ no backing one year warranty does not apply. Uneven surfaces for connection of fencing/railing such as stucco, stone, etc. may cause an additional fee for custom fabrication to ensure proper installation and building code requirements to satisfy proper picket spacing, etc.

Rust may occur on powder coated metal work, and /or weld joints. Any onsite welds will be touched up with touch up paint. Touch up maintenance may be necessary and is the responsibility of the homeowner after the installation has been completed. Linmoore Fencing and Iron Works, Inc. is not responsible for touch up maintenance after 1 year warranty period. Feel free to ask any of our representatives for maintenance tips. Some custom powder coat colors may require a faux finish touch up, which is the responsibility of the homeowner. Linmoore Fencing and Iron Works, Inc. can refer clients to a licensed faux finish artist but is not responsible for any fees associated with said artist.

Linmoore Fencing and Iron Works, Inc. is not responsible for pulling permits pertaining to the owner's property. Linmoore Fencing and Iron Works, Inc. will perform work as laid out by property owner. Permits and disclosure of all rules by Homeowner's Association, Private RCC, residential and commercial building codes etc. pertaining to this proposal is the owner's responsibility; said rules (if any) must be submitted to Linmoore Fencing and Iron Works, Inc. Submittal of plan specifications to fire marshal, if necessary, is the sole responsibility of the Owner. Owner is responsible for any and all costs that may result because these said rules are not submitted to Linmoore Fencing and Iron Works, Inc.

Negotiations with Installers are unacceptable. Only give payment to Installation staff for completed work if instructed to do so by one the Office staff. Generally an invoice will be generated and the mailing of a check is our preferred method of payment.

Conflicts with scheduling may arise due to circumstances beyond our control, Linmoore Fencing and Iron Works, Inc. will do everything possible to accommodate for any situation to insure timely installation. Linmoore Fencing and Iron Works, Inc. recommends that inspections, if necessary, are not scheduled until all work is completed.

Pets must be in an enclosed area and are to remain away from jobsite and installers during work. Linmoore Fencing and Iron Works, Inc. is not responsible for owner's pets.

Date _____
Jay Linstroth, Linmoore Fencing & Iron Works, Inc.


Date 2/24/17
Owner/General Contractor

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:

CARS/Consolidated Application (winter release)

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Kerry Callahan 

ENCLOSURES:

Winter Con App 2017 (Part II 2016/17)

DEPARTMENT:

Educational Services

FINANCIAL INPUT/SOURCE:

Annual Categorical Revenues

MEETING DATE:

March 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

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

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

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

RECOMMENDATION:

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

2016-17 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca16asstoc.asp>.

CDE Program Contact:

Joy Paull, jpaull@cde.ca.gov, 916-319-0297

LEA Plan

An LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds must upload the Title III LEA Plan Performance Goal2 to the California Department of Education Monitoring Tool (CMT) at <https://cmt.cde.ca.gov/cmt/logon.aspx>.

State Board of Education approval date	7/11/2003
LEA Plan Web page (format http://SomeWebsiteName.xxx)	http://www.wpusd.k12.ca.us/Educational-Programs/School-and-District-Plans/Local-Educational-Area-Plan-LEAP/index.html

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Carrie Carlson
Authorized Representative's Signature	
Authorized Representative's Title	Director of Business Services
Authorized Representative Signature Date	06/21/2016

*****Warning*****

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

2016-17 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Kerry Callahan
Authorized Representative Title	Assistant Superintendent of Educational Services
Authorized Representative Signature Date	06/20/2016
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****

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

2016-17 Application for Funding**CDE Program Contact:**Education Data Office, ConApp@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/30/2016
---	------------

District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Rosabel Ortiz
DELAC review date	04/28/2016
Meeting minutes web address	http://www.wpusd.k12.ca.us/Parent-Resources/Parent-Advisory-Committees/index.html
Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment	
If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Educator Quality) ESEA Sec. 2101 SACS 4035	Yes
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	Yes

*****Warning*****

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

2016-17 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

<p>Title III Part A LEP (English Learner)</p> <p>ESEA Sec. 3102</p> <p>SACS 4203</p>	<p>Yes</p>
--	------------

*****Warning*****

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

2016-17 Federal Transferability

Federal transferability is governed by Title VI in ESEA Section 6123. An LEA may transfer a maximum of 50% of any program to other programs. This transferability is not the same as Title VI Subpart 1 REAP Flexibility governed by ESEA Section 6211.

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

This data collection is not applicable, program funds cannot be transfered out as the LEA is in Program Improvement year 3.

*****Warning*****

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

Report Date:2/21/2017

Page 5 of 18

202

2016-17 Title I, Part A LEA Allocation

The purpose of this data collection is to calculate the full Title I Part A allocation available to the LEA.

CDE Program Contact:

Jane Liang, District Innovation and Improvement Office, jliang@cde.ca.gov, 916-319-0259

Jacqueline Matranga, District Innovation and Improvement Office, jmatranga@cde.ca.gov, 916-445-4905

2016-17 Title I, Part A entitlement	\$815,894
Transferred-in amount	\$0
Title I, Part A entitlement after transfers	\$815,894
Note: In order for the 2015-16 Allowable Carryover amount to be pre-populated, the 2015-16 Title I, Part A Carryover data collection should be completed and saved before beginning data entry on this data collection.	
2015-16 Allowable Carryover	\$57,712
(Allowable values are the 12 month 2015-16 carryover amount or, whichever is less either the 15 month 2015-16 carryover amount or 15% of the 2015-16 entitlement plus transfers-in amount)	
Repayment of funds	\$0
2016-17 Total allocation	\$873,606
Indirect cost reservation	\$38,019
Administrative reservation	\$93,021
2016-17 Title I, Part A adjusted allocation	\$742,566
Indirect Cost and Administration Calculation Tool To help determine allowable indirect cost and administration reserves, based on your Approved Indirect Cost Rate as defined on http://www.cde.ca.gov/fg/ac/ic/ , below are recommended values.	
2016-17 Approved indirect cost rate	4.55%
Maximum allowable indirect cost reservation	\$38,019
Recommended administration reservation	\$93,021

*****Warning*****

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

2016-17 Title I, Part A Reservations, Required

To report LEA required reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956

Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948

Nonprofit Private School Equitable Services Percentage Calculation

Total participating nonprofit private school low income students	
Total participating attendance area low income students	1,278
Percent of nonprofit private school low income students for equitable service calculations	0.00%

Required Reservations

Title I Part A adjusted allocation	\$742,566
------------------------------------	-----------

Parental Involvement

Parental involvement (1% of the entitlement plus transfers-in if greater than \$500,000.)	\$8,159
Supplemental parental involvement (Optional: Additional discretionary set-aside.)	\$11,439
Nonprofit private school parental involvement set-aside	\$0
Amount remaining	\$19,598
Public school parental involvement	\$8,159
Balance available for LEA parental involvement activities	\$11,439

Direct and Indirect Services

Direct or indirect services to homeless children, regardless of their school of attendance	\$5,000
Homeless services provided (Maximum 500 characters)	Busing to and from school
Local neglected institutions Does the LEA have local institutions for neglected children or children currently classified as neglected?	No
Direct or indirect services in local institutions for neglected children	
Local delinquent institutions Does the LEA have local institutions for delinquent children?	No
Other neglected or delinquent services	

Program Improvement (PI)*****Warning*****

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

2016-17 Title I, Part A Reservations, Required

To report LEA required reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956
Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948

The following reservation is required if the LEA is in Program Improvement, or has one or more schools in Program Improvement.

Program Improvement activities (Including Alternative Supports and public school Choice Transportation.)	\$97,968
Program Improvement comments (Maximum 500 characters)	

Program Improvement Professional Development

Professional development funds Will the LEA use PI school-level professional development funds to help meet the LEA 10% minimum professional development requirement?	Yes
PI professional development (Minimum 10% of the entitlement plus transfers in.)	\$100,000
2015-16 PI professional development carryover	
Total PI professional development	\$100,000

*****Warning*****

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

2016-17 Title I, Part A Reservations, Allowed

To report LEA allowable reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956

Nancy Bodenhausen, Title I Policy and Program Guidance Office, NBodenhausen@cde.ca.gov, 916-445-4904

Allowed Reservations**Professional development for credentialed teachers and highly qualified paraprofessionals**

Professional development for teachers and paraprofessionals	
Nonprofit private school equitable services	\$0
Professional development reserved for public schools	\$0

District-wide Instructional Programs

District-wide instructional programs (Non-PI activities)	
Nonprofit private school equitable services	\$0
District-wide instructional programs for Title I public schools	\$0

Other School Programs

Other school programs Including summer school or intersession programs or before and after school programs.	\$31,000
Nonprofit private school equitable services	\$0
Other school programs reserved for public schools	\$31,000

Other Allowable Reservations

Salary differentials	
Preschool programs	
Capital expenses for nonprofit private schools	

Program Improvement Activities

Teacher incentives and rewards (Maximum 5% of entitlement after transfers.)	
Professional development of credentialed teachers	
Technical assistance to schools	
Summer school, intersession programs or before and after school programs	

*****Warning*****

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

2016-17 Title I, Part A Reservations, Allowed

To report LEA allowable reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956

Nancy Bodenhausen, Title I Policy and Program Guidance Office, NBodenhausen@cde.ca.gov, 916-445-4904

Reservation Summary

Adjusted Allocation	\$742,566
Total required reservations	\$214,407
Total allowed reservations	\$31,000
Allocations after reservations	\$497,159
Total nonprofit private school set aside	\$0
Nonprofit private school Parental Involvement set-aside	\$0
Public school Parental Involvement set-aside	\$8,159
Amount available for Title I, Part A school allocations	\$489,000

*****Warning*****

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

2016-17 Title II, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title II, Part A Teacher & Principal Training & Recruiting.

CDE Program Contact:

Melissa Flemmer, Educator Excellence Office, mflemmer@cde.ca.gov, 916-324-5689

Juan J. Sanchez, Educator Excellence Office, jsanchez@cde.ca.gov, 916-319-0452

2016-17 Title II, Part A entitlement	\$87,252
Total funds transferred out of Title II, Part A	\$0
Total entitlement after transfers	\$87,252
Repayment of funds	\$0
Repayment comment	
Provide an explanation of why repayment dollars were added back to the allocation	
2016-17 Allocation	\$87,252
Administrative and indirect costs	\$3,797
2016-17 Title II, Part A adjusted allocation	\$83,455

*****Warning*****

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

2016-17 Title III, Part A Immigrant LEA Allocations

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

CDE Program Contact:

Patty Stevens, Language Policy and Leadership Office, pstevens@cde.ca.gov, 916-323-5838

2016-17 Title III, Part A Immigrant entitlement	\$3,473
Repayment of funds	\$0
2016-17 Allocation	\$3,473
Administrative and indirect costs	\$151
2016-17 Adjusted allocation	\$3,322
General comment (Maximum 500 characters)	

*****Warning*****

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

2016-17 Title III, Part A Immigrant YTD Expenditure Report, 6 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2016 through December 31, 2016.

CDE Program Contact:

Patty Stevens, Language Policy and Leadership Office, pstevens@cde.ca.gov, 916-323-5838
Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Approved Immigrant Sub-grantee Activities**(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-**

(1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-
(A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;

(B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;

(C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth

(D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

(E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;

(F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and

(G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2016-17 Title III, Part A Immigrant entitlement	\$3,473
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs	\$0
Total year-to-date expenditures	\$0
2016-17 Unspent funds	\$3,473
General comment	The District has been spending the remainder of its 2015-16 allocation to date. We anticipate spending most of the 2016-17 allocation before the end of the year.

*****Warning*****

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

2016-17 Title III, Part A Immigrant YTD Expenditure Report, 6 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2016 through December 31, 2016.

CDE Program Contact:

Patty Stevens, Language Policy and Leadership Office, pstevens@cde.ca.gov, 916-323-5838

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

(Maximum 500 characters)

*****Warning*****

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

Report Date: 2/21/2017

R02

Page 14 of 18

2016-17 Title III, Part A English Learner LEA Allocations

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

CDE Program Contact:

Patty Stevens, Language Policy and Leadership Office, pstevens@cde.ca.gov, 916-323-5838

2016-17 Title III, Part A English Learner entitlement	\$75,910
Repayment of funds	\$0
2016-17 Allocation	\$75,910
Administrative and indirect costs	\$1,488
2016-17 Adjusted allocation	\$74,422

*****Warning*****

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

2016-17 Title III, Part A English Learner YTD Expenditure Report, 6 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2016 through December 30, 2016.

CDE Program Contact:

Patty Stevens, Language Policy and Leadership Office, pstevens@cde.ca.gov, 916-323-5838
Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

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

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

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

Authorized

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for English learners by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for English learners and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English language proficiency and academic achievement of English learners.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to English learners and their families.

2016-17 Title III, Part A English learner entitlement	\$75,910
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$17,137
2000-2999 Classified personnel salaries	\$92
3000-3999 Employee benefits	\$3,982
4000-4999 Books and supplies	\$5,695
5000-5999 Services and other operating expenditures	\$9,875
Administrative and indirect costs	\$736
Total year-to-date expenditures	\$37,517
2016-17 Unspent funds	\$38,393
General comment (Maximum 500 characters)	

*****Warning*****

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

2016-17 Consolidation of Administrative Funds

A request by the LEA to consolidate administrative funds for specific programs.

CDE Program Contact:

Julie Brucklacher, Financial Accountability and Info Srv Office, jbruckla@cde.ca.gov, 916-327-0858

Title I, Part A (Basic) SACS Code 3010	
Title I, Part C (Migrant Education) SACS Code 3060	
Title I, Part D (Delinquent) SACS Code 3025	
Title II, Part A (Educator Quality) SACS Code 4035	
Title III, Part A (Immigrant Students) SACS Code 4201	
Title III, Part A (English Learner Students) - 2% maximum SACS Code 4203	
Title IV, Part B (21st Century Community Learning Centers) SACS Code 4124	

*****Warning*****

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

2016-17 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability and Info Srv Office, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2016-17 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	None known

*****Warning*****

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

2016-17 Title I, Part A Notification of Authorization of Schoolwide Program

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

CDE Program Contact:

Mindi Yates, Title I Policy and Program Guidance Office, myates@cde.ca.gov, 916-319-0789
Franco Rozic, Title I Monitoring and Support Office, rozic@cde.ca.gov, 916-319-0269

Note:

In order for CDE program staff to have visibility to all SWP authorized schools, it is important to have an Authorized Representative certify this Notification of Authorization data collection after a change is made.

School Name	School Code	Authorized	Local Board Approval Date (ex. 04/30/2015)	SIG Approval Date (ex. 04/30/2015)	Poverty Level %
Carlin C. Coppin Elementary	6085252	Y	11/19/2013		40.00%
Creekside Oaks Elementary	6098610	Y	11/19/2013		45.00%
First Street	6117493	Y	08/21/2012		75.00%
Foskett Ranch Elementary	0108514	N			
Glen Edwards Middle	6108351	Y	08/21/2012		46.00%
Lincoln Crossing Elementary	0113068	N			
Lincoln High	3134657	N			
Phoenix High (Continuation)	3130036	Y	02/03/2015		53.00%
Sheridan	6031363	Y	08/21/2012		75.00%
Twelve Bridges Elementary	0106443	N			
Twelve Bridges Middle	0111385	N			

2016-17 Title I, Part A School Allocations

This identifies the amount of Title I, Part A funds to be allocated to eligible public schools and equitable services to students in nonprofit private schools.

CDE Program Contact:

Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956
Nancy Bodenhausen, Title I Policy and Program Guidance Office, NBodenhausen@cde.ca.gov, 916-445-4904

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

Allowable Exception Reasons

- a - Meets 35% Low Income Requirement
- c - Funded by Other Allowable Sources
- d - Desegregation Waiver on File
- e - Grandfather Provision
- f - Feeder Pattern
- g - Local Funded Charter Opted Out
- h - Local Funded Charter Opted In

Low income measure	FRPM
Group Schools by Grade Span	No
District-wide low income %	31.84%
Grade span 1 low income %	31.60%
Grade span 2 low income %	33.25%
Grade span 3 low income %	31.02%
Available Title I, Part A school allocation	\$489,000
Available public school parental involvement reservation	\$8,159
Total participating attendance area low income students (entered on Reservations, Required)	1,278
Available nonprofit private school set-asides	\$0
Available nonprofit private school parental involvement reservation	\$0
Unallocated school amount	\$0.40
Unallocated public school parental involvement	\$0

71

Warning

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

2016-17 Title I, Part A School Allocations

This identifies the amount of Title I, Part A funds to be allocated to eligible public schools and equitable services to students in nonprofit private schools.
 Unallocated nonprofit private school sat-asides \$0
 Unallocated nonprofit private school parental involvement \$0
 Sum of Title I participating schools low income student count 1,278
 Difference between participating attendance area low income students (entered on 1,278
 Reservations, Required) and Sum of Title I participating schools low income student count

School Name	School Code	Grade Span Group	Student Enrollment	Low Income Students	Low Income Student %	\$ Per Low Income Student (0.00)	Carryover	Public School Parental Involvement	Nonprofit Private Parental Involvement	Nonprofit Private Set Aside	Total School Allocation	Exception Reason	EIA Funded	Other Program Funds	Exception Comment
First Street	6117493	1	433	326	75.29	351.95	\$7,615	\$2,086			124436.70		N	N	
Sheridan	6031363	1	67	50	74.63	351.90	\$3,184	\$320			21099.00		N	N	
Phoenix High (Continuation)	3130036	3	73	39	53.42	351.45	\$9,045	\$250			23001.55		N	N	
Glen Edwards Middle	6108351	2	892	409	45.85	351.45	\$1,381	\$2,617			147741.05		N	N	
Creekside Oaks Elementary	6098610	1	623	279	44.78	351.45	\$15,967	\$1,785			115806.55		N	N	
Carlin C. Coppin Elementary	6085252	1	434	175	40.32	351.45	\$2,469	\$1,101			65073.75		N	N	
Lincoln High	3134657	3	1832	552	30.13	0.00					0.00		N	N	
Twelve Bridges Middle	0111385	2	765	142	18.56	0.00					0.00		N	N	
Foskett Ranch Elementary	0108514	1	454	72	15.86	0.00					0.00		N	N	
Lincoln Crossing Elementary	0113068	1	659	89	13.51	0.00					0.00		N	N	
Twelve Bridges Elementary	0106443	1	621	49	7.89	0.00					0.00		N	N	

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.

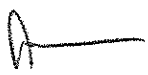
SUBJECT:

Agreement for Audit Services with
Crowe Horwath, LLP

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent, Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

March 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The district has contracted with Crowe Horwath, LLP, to comply with the agreed-upon procedures related to California Department of Education approval of the electronic certification process for the attendance accounting system for Western Placer Unified School District.

The District has contracted with Crowe Horwath for the last three years. The services outlined in the agreement will be paid with the General Fund and will cost \$3,500.00

RECOMMENDATION:

Administration recommends that the Board ratify the agreement between Crowe Horwath, LLP, and Western Placer Unified School District.



Crowe Horwath LLP
Independent Member Crowe Horwath International
400 Capitol Mall, Suite 1400
Sacramento, California 95814-4498
Tel 916.441.1000
Fax 916.441.1110
www.crowehorwath.com

October 18, 2016

Ms. Audrey Kilpatrick
Assistant Superintendent, Business and Operations
Western Placer Unified School District
600 6th Street, 4th Floor
Lincoln, California 95648

Dear Ms.Kilpatrick:

This letter confirms the arrangements for Crowe Horwath LLP ("Crowe" or "us" or "we" or "our") to apply agreed-upon procedures, as listed below, in connection with the related California Department of Education ("CDE") approval of the electronic certification process for the attendance accounting system for Western Placer Unified School District ("the District" or "you", "your" or "Client") from information you provide. The attached Crowe Engagement Terms is an integral part of this letter, and its terms are incorporated herein.

The agreed-upon procedures will be performed in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the management of the District.

Because these procedures will not constitute an examination in accordance with standards established by the American Institute of Certified Public Accountants, we will not express an opinion on the District's electronic certification process for the attendance accounting system. We have no obligation to perform any procedures beyond those listed below. If we were to perform additional procedures, other matters might come to our attention that would be reported to you. It is understood that we will prepare a report reflecting our findings of the procedures outlined below for use by you. We make no representations as to the adequacy of these procedures for your purpose.

1. Determined by inspecting the District's documentation that a current system with manual signatures has been approved by the CDE.
2. Verified through inspection of the District's documentation that the electronic system has a procedure to track and verify that initial attendance is entered on the calendar day of the school day for which the attendance is a record thereof.
3. Verified through inspection of the District's documentation that the electronic system includes a report that lists the dates of data entry and modifications, and the employee identification of the person or persons logging the attendance information into the system.
4. Determined by observation of a teacher and administrator accessing the system that the report described in #2 above can be accessed by teachers and administrators for their review.
5. Determined by observation that the electronic system relies on passwords, passwords are accessible only to the employee for whom the password is created and passwords are changed periodically.

The agreed-upon procedures do not contemplate obtaining the understanding of internal control or assessing control risk, tests of accounting records and responses to inquiries by obtaining corroborating evidential matter, and certain other procedures ordinarily performed during an examination. Thus, this engagement does not provide assurance that we will become aware of significant matters that would be disclosed in an examination. Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform you of any significant errors that may come to our attention. Our engagement will not enable us to address legal or regulatory matters or abuses of management discretion, which matters should be discussed by you with your legal counsel. You are also responsible for the accuracy and completeness of the information provided to Crowe for purposes of this engagement and for timely updating such information. Because of the importance of such information to our engagement, you agree to release Crowe and its personnel from any liability and costs relating to our services under this engagement attributable to the inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Our procedures and work product are intended for the benefit and use of the District. This engagement will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party. The working papers for this engagement are the property of Crowe and constitute confidential information.

Although the actual language of our report may change as a result of our procedures, we presently expect our report on the agreed-upon procedures to read as follows:

We have performed the procedures enumerated below, which were agreed to by the management of Western Placer Unified School District ("the District") solely to assist you with respect to California Department of Education ("CDE") approval of the electronic certification process for the attendance accounting system. The District's management is responsible for the attendance reporting within the system. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

1. Determined by inspecting the District's documentation that a current system with manual signatures has been approved by the CDE.
2. Verified through inspection of the District's documentation that the electronic system has a procedure to track and verify that initial attendance is entered on the calendar day of the school day for which the attendance is a record thereof.
3. Verified through inspection of the District's documentation that the electronic system includes a report that lists the dates of data entry and modifications, and the employee identification of the person or persons logging the attendance information into the system.
4. Determined by observation of a teacher and administrator accessing the system that the report described in #2 above can be accessed by teachers and administrators for their review.
5. Determined by observation that the electronic system relies on passwords, passwords are accessible only to the employee for whom the password is created and passwords are changed periodically.

We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the electronic certification process for the attendance accounting system. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the management of the District and is not intended to be and should not be used by anyone other than these specified parties.

If, for any reason, we are unable to complete the agreed-upon procedures, we will not issue a report as a result of this engagement.

FEES

Fees for these services will be billed to you at the completion of fieldwork. Our invoices are due when presented. Our fee will be \$3,500, plus out-of-pocket expenses, unless specifically arranged in advance for the services requested and agreed to between you and our firm.

* * * * *

MISCELLANEOUS

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between us relating to the services (or any deliverables or other work product) covered by this Agreement. The engagement letter and any attachments are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by both parties. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written statements or other information not contained or incorporated in this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. The agreements of you and Crowe contained in this Agreement will survive the completion or termination of this Agreement. If any phrase, sentence, provision or other term of this Agreement is found unenforceable or invalid, this will not affect the other phrases, sentences, provisions or other terms, all of which will continue in effect as if the stricken term had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This agreement must be construed, governed, and interpreted under the laws of the State of Illinois, without regard for choice of law principles.

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this letter and the attached Crowe Engagement Terms are acceptable to you, please sign below and return a copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

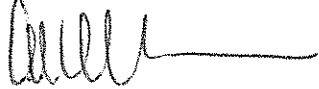
ACCEPTANCE:

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Western Placer Unified School District the terms and conditions as stated.

IN WITNESS WHEREOF, Western Placer Unified School District and Crowe have duly executed this engagement letter as of the date below.

Crowe Horwath LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Western Placer Unified School District



Signature



Printed Name

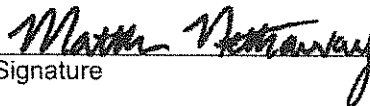
Asst Supt of Business Svs and Ops

Title



Date

Crowe Horwath LLP



Signature

Matthew Nethaway

Printed Name

Partner

Title

October 18, 2016

Date

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Crowe specifically notes that no advice Crowe provides should be construed to be investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide its Services effectively and efficiently, Client agrees to provide Crowe timely with the information it requests and to make Client's employees available for Crowe's questions. The availability of Client's personnel and the timetable for their assistance are key elements in the successful completion of Crowe's Services and in the determination of Crowe's fees. Completion of Crowe's work depends on appropriate and timely cooperation from Client's personnel; complete, accurate, and timely responses to Crowe's inquiries; and timely communication by Client of all significant tax, accounting and financial reporting matters of which Client is aware. If for any reason this does not occur, a revised fee to reflect the additional time or resources required by Crowe will be mutually agreed upon, and Client agrees to hold Crowe harmless against all matters that arise in whole or in part from any resulting delay.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow certain professional standards where applicable, including the Code of Professional Conduct promulgated by the American Institute of Certified Public Accountants ("AICPA"). Therefore, if circumstances arise that, in Crowe's professional judgment, prevent it from completing this engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product, or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

THIRD PARTY PROVIDER – Crowe may use a third-party service provider in providing Services to Client which may require Crowe's sharing Client's confidential information with the provider. If Crowe uses a third-party service provider, Crowe will enter into a confidentiality agreement with the provider to require them to maintain the confidentiality of Client's confidential information, and Crowe will be responsible to Client for maintaining its confidentiality. The terms of Crowe's engagement letter and these engagement terms will apply to any third party provider.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations in disclosing or using such information to carry out the Services. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the

Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants that it has the authority to provide the Personal Data to Crowe in connection with the Services and that Client has processed the Personal Data provided to Crowe in accordance with applicable law. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, encrypting it when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

INTELLECTUAL PROPERTY – Crowe may use ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, data, systems, or other know-how that it develops, owns or licenses ("Materials") in performing the Services. Notwithstanding the delivery of any Reports, Crowe retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client information reflected in them). Upon payment for particular Services and subject to the other terms of this Agreement, Client will use Reports, as well as any Materials owned by Crowe included therein, solely to the extent necessary and permitted under this Agreement.

AGGREGATED DATA – Client agrees that Crowe may from time to time use and process Client's confidential information for data aggregation and/or industry benchmarking purposes. In using Client's confidential information for data aggregation and/or industry benchmarking purposes, Crowe will maintain Client's information as confidential unless Crowe removes data that specifically identifies Client and Client's customers.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate changes in laws, rules or regulations to Client. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in laws, rules, regulations, industry or market conditions, Client's own business practices or other circumstances, except to the extent required by professional standards. In addition, the scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of Crowe's work, the parties agree that Crowe's fees will be modified to a mutually agreed upon amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe's client offerings. Client agrees that Crowe may use Client's name and generally describe the nature of the engagement(s) provided to Client in marketing to prospective clients, and Crowe may also provide prospective clients with contact information for Client personnel familiar with Crowe's Services for Client.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any special, consequential, incidental, punitive, or exemplary damages or loss nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with gross negligence or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, and including, without limitation, claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limitation of liability will also apply after termination of this agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with gross negligence or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the fullest extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section above is not enforceable, then any dispute between the parties relating to or arising from this engagement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any dispute between the parties will be arbitrated by the arbitrator(s) in accordance with this section, including without limitation any dispute relating to whether a dispute is subject to arbitration or any issue concerning the applicability, interpretation or enforceability of this section or any of its procedures. The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The parties will use the International Institute for Conflict Prevention & Resolution (the "CPR Institute") Global Rules for Accelerated Commercial Arbitration (the "Accelerated Rules") then in effect, or such other rules or procedures as the parties may agree. In the event of a conflict between those rules and this Agreement, this Agreement will control. If a party has a basis for

injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of instituting the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by the CPR Institute. The arbitrator(s) may authorize only limited discovery upon a showing of substantial need by the party seeking discovery. The arbitrator(s) may rule on a summary basis, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the demand or less and must be concluded within ten business days absent written agreement by the parties to the contrary, but these time limits are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NOTIFICATION OF NON-LICENSEE OWNERSHIP – Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

NON-SOLICITATION – Client and Crowe acknowledge the importance of retaining key personnel. Accordingly, both parties agree that during the period of this agreement, and for one (1) year after its expiration or termination, neither party will solicit any personnel or subcontractors (if any) of the other party for employment without the written consent of the other party. If an individual becomes an employee of the other party, the other party agrees to pay a fee equal to the individual's compensation for the prior full twelve-month period to the original employer.

AFFILIATES – Crowe Horwath LLP is an independent member of Crowe Horwath International, a Swiss Verein. Each member firm of Crowe Horwath International is a separate and independent legal entity. Crowe Horwath LLP and its affiliates are not responsible or liable for any acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International. Crowe Horwath International does not render any professional services and does not have an ownership or partnership interest in Crowe Horwath LLP. Crowe Horwath International and its other member firms are not responsible or liable for any acts or omissions of Crowe Horwath LLP and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath LLP.

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 Out of State Travel

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

Per District Administrative Regulation 3350 – Travel Expenses - all out-of-state travel shall be presented to the Board for approval with a complete explanation of the school business purpose to be served.

The principal of First Street Elementary School, Ruben Ayla, will be attending the ACSA North State Spring Conference in Reno Nevada from April 28th through April 30, 2017. The conference will cover full range of workshops of educational areas.

The expenditures related to the conference will be funded from school site's Title I Staff Development funds. Projected costs total approximately \$500 (including registration, lodging and meals).

RECOMMENDATION:

Administration recommends Board approval for Principal Ruben Ayla for out of state travel to attend the ACSA North State Spring Conference.

North State Spring Conference

NOTE:

Conference will begin at 10 a.m. on Friday with keynote speaker, lunch and sessions hosted by Discovery Education followed by the Tech Slam, and a session on Career Pathways

April 28—30, 2017

Peppermill Reno

Sponsored by ACSA

Regions 1, 2, 3, 4

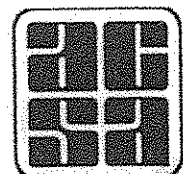
Special Early Bird Registration

Register by April 1, 2017 and save \$50

Pay online by credit card

(details inside)

Work Life Balance:
The Next Step in Leadership



REGIONS 1234
North State Conference

Visit us online at: <https://goo.gl/viocFf>

Printed Courtesy of Shoob Photography | shoobphoto.com

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Donation Approval for
➤ District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick,
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

Under Armour, Inc donated 178 pieces of office furniture to the district. The estimated dollar amount value was \$82,000.00. This donation is to be used in our school district.

ADMINISTRATION RECOMMENDATION:

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

Western Placer Unified School District

GIFT AND DONATION DOCUMENTATION

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

Name/Address/Telephone of Donor:

Under Armour, Inc.

1020 Hull Street, Baltimore, MD 21230

Gift or Donation:

Donation of 178 pieces of office
furniture

Donated to School/Program:

District

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

\$82,000

Cash or Check: (circle one)

Dollar Amount \$

Estimated Dollar Value \$

82,000

Certification of Receipt by
Site/Program Administrator:

Alia Padmala
Type Name

[Signature]
Signature

FOR BUSINESS OFFICE USE ONLY

Assistant Superintendent of Business & Support Services:

Signature

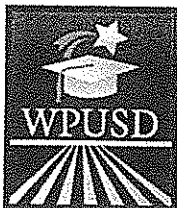
Revenue Code:

Revenue Comments:

Superintendent's Signature:

Board Agenda Date:

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



**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

March 7th, 2017

Under Armour, Inc.
Sponsorships and Community Relations
1020 Hull Street
Baltimore, MD 21230

Dear Under Armour:

On behalf of Western Placer Unified School District Board of Trustees, and the Maintenance Department, I want to thank you for the office furniture that was donated to our school district. The estimated dollar value was \$82,000.

The school district is appreciative and thankful for those who feel a responsibility to help donate to the youth of America.

Again, thank you for your generosity, we will put your donation to good use in our school district.

Sincerely,

Audrey Kilpatrick, Assistant Superintendent of Business Services
Western Placer Unified School District



QTY	Description	Value	
25	30"x60" Electric Adjustable Tables	1539	38,475
7	30"x48" Electric Adjustable Tables	1539	10,773
12	30"x48" Tables	109	1,308
26	30"x60" Tables 1 walnut balance map	129	3,354
2	Conference Tables	349	698
5	Dry Erase Boards	775	3,875
46	Mesh Ergonomic Chairs	350	16,100
4	Leather Conference Chairs	150	600
31	Admin. Mesh Chairs	170	5,270
11	Admin. High Back Chairs	50	550
8	Mobile Pedestals	225	1,800
			82,803

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Student Discipline
Stipulated Expulsion Students #16-17-F

AGENDA ITEM AREA:

Consent Session

REQUESTED BY:

Chuck Whitecotton
District Hearing Officer

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will disclose any action taken during Closed Session in regards to the expulsion of Student #16-17-F

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose any action taken in regards to the above item.

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Student Discipline
Stipulated Expulsion Students #16-17-G

AGENDA ITEM AREA:

Consent Session

REQUESTED BY:

Chuck Whitecotton
District Hearing Officer

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will disclose any action taken during Closed Session in regards to the expulsion of Student #16-17-G

RECOMMENDATION:

The Administration recommends the Board of Trustees disclose any action taken in regards to the above item.

wp/rk/factform

INFORMATION

DISCUSSION

ACTION

ITEMS

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

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

DISTRICT GLOBAL GOALS

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

Master Architect Agreement for Architectural Services and Amendment No. 1 to Master Agreement for Architectural Services for Pre-design, Design, and Construction Administration Services for District High School #2 with HMC Architects

AGENDA ITEM AREA:

Action

REQUESTED BY:

Michael Adell 
Director of Facilities

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Measure A

MEETING DATE:

March 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

On January 17, 2017, the Board received and considered information regarding the selection of HMC Architects, from the District's current pool of six (6) architect firms, for architectural pre-design, design, and construction administration services for District High School #2.

Concurrent with the selection process for the architect of record for the new high school, District staff was working on standardizing the Master Architect Agreement for each of the architectural firms in the pool to execute to replace the existing individual negotiated architect agreements. Based on comments and negotiation of terms with all six architect firms, the single Master Architect Agreement was drafted, finalized, and approved with legal counsel for uniform execution.

HMC Architects has submitted a proposal for architectural/engineering services for District High School #2 in the form of Amendment No. 1 to Owner/Architect Agreement for a fixed fee of 5.5% of total construction costs.

RECOMMENDATION:

Staff recommends the Board of Trustees approve the Master Architect Agreement and Amendment No. 1 with HMC Architects for the architectural/engineering services for District High School #2.

**MASTER AGREEMENT
FOR ARCHITECTURAL SERVICES
BETWEEN
WESTERN PLACER UNIFIED SCHOOL DISTRICT AND
HMC ARCHITECTS**

December __, 2016

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
600 Sixth Street
Lincoln, California 95648**

TABLE OF CONTENTS

DEFINITIONS.....	2
RETENTION OF ARCHITECT: STANDARD OF CARE.....	3
DESCRIPTION OF PROJECT.....	4
COMPENSATION.....	4
BASIC SERVICES TO BE RENDERED BY ARCHITECT	7
ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT FOR A PROJECT	19
RESPONSIBILITIES OF DISTRICT FOR A PROJECT	20
PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.....	20
WORKER'S COMPENSATION INSURANCE	22
ERRORS AND OMISSIONS INSURANCE	23
COMPLIANCE WITH LAWS	25
TERMINATION OR CANCELLATION OF AGREEMENT	25
ARCHITECT AN INDEPENDENT CONTRACTOR.....	27
STANDARDIZED MANUFACTURED ITEMS	27
OWNERSHIP OF DOCUMENTS	28
LICENSING OF INTELLECTUAL PROPERTY	28
ACCOUNTING AND OTHER RECORDS OF ARCHITECT.....	29
INDEMNITY	28
TIME SCHEDULE.....	30
MISCELLANEOUS PROVISIONS.....	30

MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Master Agreement ("Master Agreement") is made and entered into by and between the Western Placer Unified School District, a California public school district (the "District"), and HMC Architects (the "Architect"), with respect to the following recitals:

- A. District proposes to undertake masterplanning and/or the construction of improvement projects which require the services of a duly qualified and licensed architect.
- B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is qualified to provide the services required by the District, specifically masterplanning and/or, the design and construction oversight of public school(s).
- C. The parties have negotiated the terms under which Architect will provide such services and reduce such terms to writing by this Master Agreement.

The Parties therefore agree as follows:

ARTICLE 1 DEFINITIONS

- 1.1 **Additional Services.** "Additional Services" shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined in Article 6 below.
- 1.2 **Architect.** "Architect" shall mean HMC Architects, and its officers, shareholders, owners, partners, employees, agents and authorized representatives.
- 1.3 **Basic Services.** Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project, as further defined in Article 5.
- 1.4 **Contract Documents.** "Contract Documents" shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.
- 1.5 **Contractor.** "Contractor" shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.
- 1.6 **District.** "District" shall mean Western Placer Unified School District, and its governing board members, employees, agents and authorized representatives.
- 1.7 **Master Agreement.** "Master Agreement" shall mean this Master Agreement for

Architectural Services.

- 1.8 **Project.** "Project" shall mean any work of improvement described in Article 3 and any amendments to this Master Agreement, and the construction thereof, including the Architect's services thereon, as described in this Master Agreement.
- 1.9 **Project Construction Cost.** "Project Construction Cost" shall mean the estimate of total construction costs to the District as initially submitted by the Architect under this Master Agreement and accepted by the District, and as subsequently revised in these ways: (a) Revised by changes to the Project Construction Cost under Article 5 of this Master Agreement; (b) revised at the time the District enters a construction contract, to equal the construction contract amount, (c) increased by the dollar amounts of all approved additive contract change order items, with the exception of (i) items resulting from Wrongful Acts or Omissions on the part of the Architect, including but not limited to those items covered by Section 5.7.19, below, (ii) payments to Architect or consultants for costs of inspections, surveys, tests and sites and landscaping not included in the Project, and (iii) items where Architect and District agreed to compensate the Architect for its services on an hourly basis, pursuant to Section 5.7.19.1, below; and (d) decreased by the dollar amounts of all approved deductive contract change order items.
- 1.10 **Wrongful Acts or Omissions.** "Wrongful Acts or Omissions" shall mean Architect's acts or omissions in breach of this Master Agreement, the applicable standard of care, or law.

ARTICLE 2

RETENTION OF ARCHITECT: STANDARD OF CARE

- 2.1 District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the masterplanning and/or architectural and engineering services specified in this Master Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Architect under and required by this Master Agreement shall be performed (a) in compliance with this Master Agreement and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). Architect shall be responsible for the completeness and accuracy of the plans and specifications.
- 2.2 Architect shall exercise due professional care in all activities required, noted and implied throughout the agreement and this shall be understood and accepted as though it was written in each paragraph within the Agreement. This applies to compliance with laws and ADA, verification of conditions, coordination with others, developing and reviewing budgets and schedules, submittals to agencies, developing solutions, creating documents, construction administration work, oversight, management and coordination with others, change orders and delays and all other services and work

within this Agreement.

ARTICLE 3
DESCRIPTION OF PROJECT

- 3.1 Any Project undertaken by Architect pursuant to the terms of this Master Agreement shall be described in an amendment to this Master Agreement. Each amendment shall include the Project scope developed with the Architect, the rate schedule and the Project schedule. District makes no representation or guarantee that any Project will be made a part of this Master Agreement through an amendment.

ARTICLE 4
COMPENSATION

4.1 Masterplanning

For masterplanning, total compensation paid to Architect shall be on a not to exceed basis. Fees for masterplanning shall be computed on an hourly basis multiplying the hours worked by the Architect's staff or Architect's consultants by the applicable billing rates. Total fees for masterplanning shall not exceed the amount set forth herein. Architect shall only commence work under this Agreement when authorized by the District in writing.

4.2 Basic Services for a Project

- 4.2.1 For all "Basic Services" satisfactorily performed as defined in Articles 1 and 5 of this Master Agreement, the total compensation paid to the Architect for the Project shall be set forth in the amendment to this Master Agreement. This compensation shall be paid pursuant to the following schedule:

Initial Payment	None
Upon Completion of:	
Schematic Design	15%
Design Development Phase	20%
Contract Documents Phase	20%
DSA Back Check	10%
Bidding Phase	5%
Construction Phase	25%
Close-out Phase	5%
TOTAL BASIC COMPENSATION	100%

Upon any adjustment (increase or decrease) to the Project Construction Cost as contemplated by section 1.9, including but not limited to any adjustment made at such time as bids are received, the Architect's total compensation for Basic Services for the Project shall also be increased or decreased, including retroactively for Basic Services already performed and payments already made. Such adjustments may be effected by the District by either (a) adjusting any future payment due under the payment schedule immediately above, or (b) issuing a revision notice to Architect that either tenders any additional payment owed or demands reimbursement from the Architect of any overpayment to date.

4.3 Additional Services for a Project

43.1 For all "Additional Services," as defined in Articles 1 and 6 of this Master Agreement, compensation shall be a fee to be agreed upon by the parties in writing prior to performance of such services by Architect. Unless expressly stated in the written authorization to proceed with the additional services, the fee for such additional services shall be an amount computed by multiplying the hours to be worked by Architect's staff or Architect's consultants by their standard billing rates as attached in the amendment to this Master Agreement, or as otherwise specifically approved in writing in advance by District.

43.2 Architect shall keep complete records showing all hours worked and all costs and charges applicable to work not covered by the basic fee. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to those records for audit purposes within ten (10) days of receipt of District's request.

4.4 **Reimbursable Expenses for a Project.** Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed below:

4.5 If authorized in advance, expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; and long distance communications.

4.6 Expense of reproductions; fax, postage and messenger for transmission of drawings, specifications and other documents (excluding reproductions for the office use of the Architect and the Architect's consultants).

4.7 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.8 If authorized in advance by the District, expenses of overtime work requiring higher than regular rates.

4.9 Expense of renderings, models and mock-ups requested by the District; expense of publishing pursuant to section 5.6.5.

Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Architect must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions. Architect shall be allowed a five (5) percent mark-up on Reimbursable Expenses. Payment for all Reimbursable Expenses incurred in connection with either Basic or Additional Services shall be made on a monthly basis. Invoices, receipts or other documentation to establish the validity of all reimbursable expenses shall be a prerequisite to District payment of such expenses. Architect's total reimbursement for Reimbursable Expenses shall not exceed the Architect's estimate of the maximum total cost of Reimbursab

Expenses on the Project.

- 4.10 Each payment to Architect for Masterplanning, Basic, and Additional Services satisfactorily performed, and Reimbursable Expenses reasonably incurred, shall be made in the usual course of District business after presentation by Architect of a properly documented and submitted monthly invoice approved by District's authorized representative designating the services performed, or Reimbursable Expenses incurred, the method of computation of the amount payable, and the amount payable. District shall pay approved invoices within forty five (45) days after proper submission by Architect, and Architect otherwise waives all rights and remedies under law related to receipt of payment. To be properly submitted, an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. If District disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute within fifteen (15) days of receipt of Architect's invoice and, upon Architect's written request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Master Agreement and by law until the end of the Project, and District shall continue to pay any undisputed portions of properly submitted invoices even if District and Architect cannot resolve all such disputes.
- 4.11 The Architect's compensation shall be paid at the time and in the amount noted, where the amount due to the Architect is not disputed, notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, and (ii) Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20.
- 4.12 Should District cancel the masterplanning and/or any Project, or terminate this Master Agreement, the masterplanning and/or any Project, under section 12.1 of this Master Agreement at any time during the performance of this Master Agreement, Architect shall, upon notice of such cancellation or termination, immediately cease all work for that masterplanning and/or Project or under this Master Agreement, as applicable. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.
- 4.13 Architect shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

ARTICLE 5
BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1 General

- 5.1.1 Architect's Basic Services consist of the design services, including on-site landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project. The Basic Services also include the services described in this Article 5, below, including but not limited to bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The District shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Architect shall expeditiously and diligently as is consistent with professional skill and care and the orderly progress of the Project perform all of its work and obligations under this Master Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project so long as the District continues to make timely payment on any undisputed portions of properly submitted invoices.
- 5.1.2 The Architect shall review the estimate described more fully below at each phase of Architect's services, also as defined below. If such estimates are in excess of the Project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit with the cooperation of the District
- 5.1.3 Whenever the Architect's services include the presentation to the District of a Project Construction Cost, the Architect shall include a reasonable amount for contingencies and costs arising from, among other things, higher bids than anticipated, future increase in construction costs and change orders based on unforeseen site conditions. However, any such contingency for such normal change orders shall not affect Architect's compensation.
- 5.1.4 The Architect shall notify the District if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index. Any such adjustments shall not affect Architect's compensation until bids are received and accepted. Estimates of construction costs and detailed Construction Cost Estimates prepared by the Architect, represent the Architect's judgment as an Architect familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner have control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project Budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

- 5.15 At the District's request and prior to DSA submittal, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are project meetings during the design and construction phases, Architect shall attend those meetings.
- 5.16 The Architect shall investigate existing conditions of facilities and thoroughly account for, and list in the construction documents, any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Master Agreement. Architect's investigation required by this provision shall be limited to non- destructive evaluation.
- 5.17 Architect shall provide a complete list of full-time employees to perform its duties and responsibilities for each Project under this Master Agreement. All personnel provided by Architect shall be qualified to perform the services for which they are provided. Architect shall obtain District's written approval of each employee of Architect who provides services under this Master Agreement, and written approval of each change of employees who are providing such services. District may, upon three (3) days' written notice, cause Architect to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Master Agreement and/or to avoid delay, Architect shall provide them immediately. Architect shall be entitled to an equitable adjustment in its compensation if Architect is required to add additional employees for delays created solely by the District, third parties (other than Architect's consultants), or any other circumstance beyond the reasonable control of Architect.
- 5.18 Architect is an agent of District and shall reasonably represent the District at all times in relation to the Project.
- 5.19 Architect shall be fully licensed as required by law at all times when providing services under this Master Agreement.

5.2 Consultants

- 5.21 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Master Agreement and as required by law, licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Architect for the Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be employed or retained to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's Consultants shall also conduct periodic observations of the site to determine if the contractor's work is in conformance with the Project design and specifications and shall participate in the final observations and development of any "punch list" items. Architect must disclose to District all such consultants employed

retained, and the compensation paid to those retained.

- 522 District's Consultants. Architect shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager to assist District in performance of District's duties for the Project.
- 523 The Architect shall assist the District in procuring a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the Survey. Architect shall assist the District in procuring chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.
- 524 Architect shall assist the District and its consultants to apply for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by the Division of the State Architect ("DSA"), Office of Public School Construction ("OPSC") and California Department of Education ("CDE") in connection therewith.

5.3 Schematic Design Phase

- 531 The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.
- 532 The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.
- 533 The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project to meet the Project Budget as defined by the District.
- 534 Based on a mutual understanding of the District's budget and scope of work requirements, the Architect shall prepare for the District's governing board's written approval, schematic design documents, which include but are not limited to:

to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written time schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to District's total construction cost budget, and shall include reasonable contingencies for all construction and construction management work. The written schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the District's total construction cost budget, or by altering the District's completion deadlines. If District incorporates any recommended changes, then Architect shall revise the schematic design documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District's governing board approves them in writing. Architect shall be entitled to an equitable adjustment to its compensation and schedule to the extent additional costs and time are required outside the scope of the original project design to perform the revisions. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the schematic design documents.

- 535 The Architect shall submit to the District a preliminary Project Construction cost based on current area, volume and other unit costs.

5.4 Design Development Phase

- 54.1 Following District's governing board's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's governing board's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the District. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to District's total construction cost budget and shall include reasonable contingencies for all construction and construction management work. The revised construction schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the District's total construction cost budget or completion deadlines. If District incorporates any recommended changes or otherwise does not approve

submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District's governing board approves them in writing. Architect shall be entitled to an equitable adjustment to its compensation and schedule to the extent additional costs and time are required outside the scope of the original project design to perform the revisions. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the design development documents.

- 542 The Architect shall assist the District and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for the Project.
- 543 Architect shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the OPSC (if applicable), the Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the District.
- 544 The Architect shall advise the District of any adjustments to the preliminary Project Construction Cost.
- 545 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.
- 546 Architect shall provide at no expense to the District one complete set of preliminary plans for the review and written approval of the District and one set for each public agency having approval authority over such plans for their review and approval at no expense to the District.

5.5 Contract Documents Phase

- 55.1 Following the District's governing board's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents for the written approval of District's governing board consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. Architect shall ensure that the drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, especially between the work of a (sub)consultant and other (sub)consultants or the Architect; and Architect may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the projected construction schedule and the Project Construction Cost for written approval of District's governing board. The Contract Documents shall

conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Contract Documents, Architect shall prepare an accurate set of drawings indicating dimensions and locations of known existing buried utility lines, which shall be included in the bid packages. If the project is intended to be split into multiple prime contracts, then the Contract Documents shall be structured in order to maximize the ability to create multiple prime bid packages for the Project, and shall identify the bid packages to be created. The number of prime bid packages shall be defined at the conclusion of the Design Development phase.

552 Architect shall consult with, and involve, the District in development of the bid documents and bid package, and shall forward them to the District for written approval prior to their use. If the District is using a multiple prime delivery method for the Project with multiple bid packages, then Architect shall consult with and involve the District in identification and development of the bid documents and bid packages, and shall forward them to the District for written approval prior to their use. The number of prime bid packages shall be defined at the conclusion of the Design Development phase.

553 Prior to submission of the Contract Documents to DSA for plan check, the Architect shall submit the Contract Documents to the District for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by District is not required and does not affect Architect's obligations under this Master Agreement, however, District shall timely advise the Architect prior to submission to DSA if the District has determined that there are to be any changes or modification to the Contract Documents so as not to delay the DSA Plan Check.

554 After approval by the District's governing board and any constructability review, the Architect shall submit the Contract Documents to DSA for plan check, and make the necessary corrections to secure DSA approval. At Architect's expense, Architect shall arrange for the scanning of the DSA approved Contract Documents and for the return of the originals and an electronic copy to DSA.

555 The Architect shall give the District, at the time of DSA approval of the final form of the Contract Documents, Architect's final estimate of Project Construction Cost and projected construction schedule, which shall be given final written approval by District's governing board along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Contract Documents, the Architect shall consult with, and involve, the District in the process to maximize accuracy and completeness. If the District

intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall reflect that multiple contractors will be performing separate bid packages, including a general conditions bid package. The revised Project Construction Cost estimate shall conform to District's total Project budget, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain board's written approval of the Contract Documents.

5.6 Bidding and Negotiations Phase

- 561 Following DSA's and District's governing board's written approval of Contract Documents and District's governing board's written acceptance of Architect's final estimate of Project Construction Cost and construction schedule, Architect shall continue to work with the District in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents and bid package in the number requested by the District and distribute them among interested contractors. Architect shall also assist the District in obtaining bids, and shall assist the District in evaluating contract proposals or bids and substitutions proposed by contractors, and in awarding the bids. All sets of Contract Documents, which does not include those for the use of the Architect or its consultants, requested by the District in excess of 3 sets shall be reproduced at District's expense.
- 562 Architect's estimate of Project Construction Cost at the time of DSA approval of the Contract Documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Architect's total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.
- 563 Should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District by more than ten percent (10%), Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such Project Construction Cost. In making such changes, Architect will exercise Architect's professional judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Contract Documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's Project Construction Cost.

- 5.64 Either on its own or in cooperation with the District, the Architect shall review the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum requirements; however the final decision on qualification shall be with the District.
- 5.65 If, in the District's discretion, the District will seek total or partial State funding for the Project, the Architect shall also prepare and submit the appropriate documentation to the OPSC.

5.7 Construction Phase

- 5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon District's written approval of Architect's final certificate for payment to Contractor, provided that such certification and payment shall not constitute an admission by Architect or District that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.
- 5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the District. The Architect shall advise and consult with the District in the general administration of the Project. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents, unless the District grants additional authority in writing.
- 5.7.3 The Architect shall timely provide District with copies of all of its correspondence with the Contractor.
- 5.7.4 The Architect shall provide prompt and timely direction to the District's Project inspectors and/or Contractor as to the interpretation of Contract Documents. Architect shall respond to all requests for information ("RFI's") from a Contractor within fourteen (14) calendar days of receipt, unless the Contractor states in writing on the RFI how and to what extent the subject of the RFI is impacting, or may impact, the critical path of the Project and the extent to which it is causing, or may cause, delay, in which case the Architect shall respond as soon as reasonably possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.
- 5.7.5 Based on information provided by the Contractor and Architect's own knowledge of the Project (including documents in Architect's possession or reasonably available to it), Architect shall at the completion of the Project review an as-built record drawings prepared by the Contractor indicating

dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which Architect shall then forward to the District in both paper and PDF format. While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Architect shall have no responsibility for their conformity to field conditions. Except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the District in writing. Architect shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractor that Contractor provides to Architect.

- 5.76 The Architect shall prepare and submit notifications regarding excavation in areas which are known or suspected to contain subsurface installations under Government Code section 4216, et seq. The Architect may delegate this responsibility to a Contractor if such power to delegate was included in the Contract Documents and bid package, but Architect shall remain responsible for supervising such Contractor to ensure performance of this task. Architect shall provide a copy of all such notifications to the District.
- 5.77 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the District shall provide such access so that the Architect may perform its functions under the Master Agreement and Contract Documents.
- 5.78 In the discharge of its duties of observation and interpretation, the Architect shall confirm that District's general conditions (to the extent not already included in the general conditions) require the Contractor to comply with the Contract Documents, and shall guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District and inspectors concerning the Contractor's compliance with the Contract Documents and shall assist the District and inspectors in securing the Contractor's compliance.

Architect has the primary responsibility for the Project to supervise, coordinate and manage the compliance of all parties, including the District's Inspector of Record/Project Inspector ("IOR"), Contractor, any Construction Manager, laboratories, District and Architect itself, With the DSA Construction Oversight Process.

The Architect must comply with the applicable requirements of the DSA Construction Oversight Process, including but not limited to (a) submitting the inspection card request form (DSA 102-IC), (b) providing a verified report (DSA 6-AE) at the completion of each block and section of each inspection card, and (c) directing and monitoring the IOR and laboratories of record, and (d) coordinating with the Owner, Contractor, any Construction Manager, laboratories, and the IOR to meet the DSA Construction Oversight Process requirements without delay or added costs to the Project.

The Architect shall be responsible for any additional DSA fees and delay damages related to review of proposed changes to the DSA-approved construction documents, to the extent Architect's negligence, recklessness or willful misconduct caused the additional DSA fees, and for delay damages to the extent required under Section 5.7.20.2 below.

- 5.7.9 The Architect shall visit the site both as the Architect deems necessary and as requested by the District, but under no circumstances less than one time per week, to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous and exhaustive inspection provided by the Project Inspector.
- 5.7.10 The Architect shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.
- 5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the Architect is notified in writing by the Contractor and the District that the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials which do not conform to the Contract Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

- 57.12 Architect shall require in the Contract Documents that the Contractor provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.
- 57.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Wrongful Acts or Omissions.
- 57.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.
- 57.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude from the materials called out for in the specifications hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

When applicable to the Project, with respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Master Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith.

The DISTRICT further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ARCHITECT, its officers, directors and employees for any and all damages, liabilities and costs, including reasonable attorney's fees and defense costs, arising in any way from the existence of hazardous or toxic materials on or about the site. Notwithstanding the above,

When construction is properly completed, Architect shall provide such certification as to Hazardous Substances as is required of architects for such

projects by the OPSC.

- 5.7.16 Based on the Architect's observations, and an evaluation of each Project Application for Payment, the Architect will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment incorporating such amount, all in accordance with the Contract Documents. The Architect's estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the District that the quality of the completed work is in accordance with the Contract Documents based upon Architect's observations of the completed work and that the Contractor is entitled to payment for the completed work.
- 5.7.17 Notwithstanding anything else in this Master Agreement, as a part of its Basic Services, the Architect shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District unless the Architect is named as a party. Any expert testimony required of the Architect shall be paid as an Additional Service. Architect agrees to enter into a mutually agreeable joint tolling and defense agreement, tolling all statutory periods of limitations for District's claims, lawsuits or other proceedings against Architect which arise out of, or are related to, any claims by Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Architect, and after such termination, District may pursue claims, lawsuits or other proceedings against Architect.
- 5.7.18 The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.
- 5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:
- 5.7.20 District-initiated change orders. If a change order is initiated by the District, the Architect's fee for such change order shall be calculated on a percentage or hourly basis as agreed in writing by the District and the Architect prior to commencement of work on the change order. If a change order is solicited by the District but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order as an Additional Service.
- 5.7.21 Change orders due to Architect. When a change order is necessitated as a result of Wrongful Acts or Omissions, the Architect's fees shall not be calculated by reference to the cost of any change order work which would not have been necessary in the absence of such Wrongful Acts or Omissions.

- 5.722 Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.
- 5.723 Notwithstanding any other provision of this Master Agreement, in the event a change order is caused by, or necessitated as a result of Wrongful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Architect shall be responsible for the following:
- 5.724 In the event of such a change order, Architect shall be responsible for the difference between (a) what the contractor would have added to its original bid for the Project if the Wrongful Act or Omission had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect's Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties' intent that the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred.
- 5.725 In addition, Architect shall be responsible for any other costs or damages which the District incurs as a result of Wrongful Acts or Omissions including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.
- The District may backcharge, and withhold payment from the Architect for these costs and damages, and reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so backcharges and withholds, upon Architect's request District and Architect shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Architect as described above. If District and Architect do not reach agreement on all four of these items when meeting and conferring, then District and Architect shall use mediation in good faith to resolve the dispute. If mediation fails, then either District or Architect can initiate a court action to resolve the dispute.
- 5.726 The Architect shall provide a color schedule of all finish materials in the Project for the District's review and approval.
- 5.727 The Architect shall assist the District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Architect shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on the Project.
- 5.728 The Architect shall assist the District in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with ~~11~~ **112**

requirements of the Contract Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Master Agreement. .

- 5.729 Architect shall make reasonable professional efforts so that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or District, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Architect shall remedy the violation at its own cost. **Architect shall indemnify, defend and hold the District harmless under Article 18.1 of this Master Agreement for any breach of this paragraph due to Architect's negligence, recklessness or willful misconduct.** The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.
- 5.8 **Use of Previously Prepared Materials.** In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by District or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Architect under this Master Agreement.
- 5.9 Close Out Phase – Architect shall assist the District with the coordination, submittal and processing of all necessary paperwork and closeout documents with OPSC, DSA and any other applicable public agencies to close out the Project.

ARTICLE 6

ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT FOR A PROJECT

- 6.1 "Additional Services" for a Project shall be provided by Architect if authorized in writing by District. No additional compensation shall be paid to Architect for performing these Additional Services unless the District and the Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such compensation shall be computed as set forth in Article 4.2.1 and as otherwise set forth in this Master Agreement. Any work performed by Architect without written authorization OR without written agreement on compensation shall be

presumed to be Basic Services.

- 62 The following is a list of services that are not included in the Basic Services to be provided for a Project under this Master Agreement, and will be performed only in accordance with Article 6.1, above:

- 6.2.1 Providing financial feasibility or other special studies;
- 6.2.2 Providing services for a Project relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;
- 6.2.3 Providing coordination of Project performed by separate contractors or by the District's own forces;
- 6.2.4 Providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;
- 6.2.5 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Architect;
- 6.2.6 Providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;
- 6.2.7 Providing services made necessary by the default of the Contractor;
- 6.2.8 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's or its consultants' alleged Wrongful Acts or Omissions;
- 6.2.9 Providing services of consultants for other than the normal architectural, civil, soils, structural, mechanical and electrical engineering services for the Project;
- 6.2.10 At the District's request, selecting moveable furniture, equipment or articles which are not included in the Contract Documents;
- 6.2.11 Providing services related to change orders requested by the District but which are not subsequently authorized (see the second sentence of Section 5.7.19.1, above); and
- 6.2.12 Providing any other services for a Project not otherwise included in the Master Agreement and not customarily furnished in accordance with generally accepted architectural practice.
- 6.2.13 Providing services identified as Additional Services elsewhere in this Agreement.

ARTICLE 7
RESPONSIBILITIES OF DISTRICT FOR A PROJECT

It shall be the duty of District to:

- 7.1 Pay all fees required by any reviewing or licensing agency;
- 7.2 Designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Master Agreement and the Contract Documents;
- 7.3 Furnish, at the District's expense, the services of a Project Inspector;
- 7.4 Review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;
- 7.5 Issue appropriate orders to Contractors through the Architect;
- 7.6 Furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect;
- 7.7 Furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;
- 7.8 Provide asbestos review and abatement, identifying materials which may qualify for same;
- 7.9 Furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by the Architect. The District will also provide information regarding programmatic needs and specific equipment selection data;
- 7.10 Furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by the Architect; and
- 7.11 Furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware. However, the District's failure to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and the Field Act for the Project and under this Master Agreement).
- 7.12 If required, the District shall furnish technology guidelines to provide the information needed by the Architect and the Architect's electrical engineer to provide a comprehensive technology "backbone" infrastructure system for the Project.
- 7.13 At the District's discretion, District may provide standards for security and/or a security consultant and Architect will incorporate into the Project such standards and/or advice

from the security consultant. A consultation and recommendations for school security systems to prevent acts of terrorism are not the responsibility of the Architect.

- 7.14 The District, as set forth elsewhere herein this Agreement, shall make payment to the Architect as required, notify Architect of any issues with Architects invoice within the time required, withhold from such only as permitted, and attempt to resolve disputes regarding payment as described herein.

ARTICLE 8

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

- 8.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District a certificate of insurance Additional Insured Endorsement and Declarations Page for the period covered by this Master Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Architect and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Master Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Master Agreement. The District shall be named as an additional insured on all such policies.
- 8.2 The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Master Agreement, including any extensions, and shall be written, to the extent reasonably available, on an "occurrence" basis: Commercial general liability insurance shall be in amounts not less than Two Million Dollars (\$2,000,000) general aggregate, Two Million Dollars (\$2,000,000) personal and advertising injury aggregate, with a per occurrence limit of One Million Dollars (\$1,000,000); Automobile liability insurance covering motor vehicles shall be in an amount not less than One Million Dollars (\$1,000,000) combined single limit. If liability insurance is not reasonably available on an occurrence basis, Architect shall provide liability insurance on a claims-made basis.
- 8.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability. Said insurance shall also include a waiver of any subrogation rights as against the District.

- 84 Should any of the required insurance be provided under a claims-made form, Architect shall maintain such coverage continuously throughout the term of this Master Agreement, and without lapse, for a period of at least five (5) years beyond the Master Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Master Agreement term give rise to claims made after expiration of the Master Agreement, such claims shall be covered by such claims-made policies. Nothing herein shall in any way limit or diminish Architect's obligations to the District under any provision, including any duty to indemnify and defend the District.

The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage (Ten (10) days for cancellation based upon non-payment of premiums). The Architect shall name, on any policy of insurance required, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Architect shall not commence work under this Master Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Architect shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

- 85 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance will be in effect during the requested additional period of time.
- 86 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable on account of the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Master Agreement.
- 87 Nothing contained in this Master Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.
- 88 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.
- 89 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

- 8.10 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Master Agreement.

ARTICLE 9 WORKER'S COMPENSATION INSURANCE

- 9.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Master Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Master Agreement in accordance with the Workers' Compensation Laws of the State of California. All such insurance shall include a waiver of any subrogation rights as against the District. If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Master Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the District. During the course of Architect's services, if Architect ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Architect shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Master Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

ARTICLE 10 ERRORS AND OMISSIONS INSURANCE

- 10.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has, for the period covered by this Master Agreement, errors and omissions insurance on a claims made basis, with limits of at least Two Million Dollars (\$2,000,000) and with a deductible in an amount not to exceed the sum of Fifty Thousand Dollars (\$50,000).
- 10.2 Each of Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article 10, and Architect shall include such provisions in its contracts with them.

- 103 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.
- 104 Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously throughout the term of this Master Agreement, and without lapse, for a period of at least ten (3) years beyond the Master Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Master Agreement term give rise to claims made after expiration of the Master Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the District under any provision, including any duty to indemnify and defend the District.
- 105 Architect shall not commence work under this master agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the district for approval. Thereafter architect shall produce a certified copy of any insurance policy required under this Article upon written request of the District.
- 106 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.
- 107 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Architect under this Master Agreement.
- 108 Nothing contained in this Master Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.
- 109 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.
- 10.10 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.
- 10.11 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Master Agreement.

ARTICLE 11
COMPLIANCE WITH LAWS

- 11.1 Architect shall be familiar with, and Architect and Architect's design shall comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA").

ARTICLE 12

TERMINATION OR CANCELLATION OF AGREEMENT

- 12.1 **Termination or Cancellation by District** – This Master Agreement, the masterplanning and/or any Project may be terminated or the masterplanning and/or any Project may be canceled by the District for the District's convenience and without cause upon seven (7) days written notice to the Architect. In such event, the Architect shall be compensated for (a) all masterplanning services completed, (b) all Basic and Additional services completed, and Reimbursable Expenses incurred, pursuant to this Master Agreement through the date of termination, (c) such masterplanning, Basic or Additional Services performed, and Reimbursable Expenses incurred, after cancellation or termination which are authorized by the District in writing, and (d) any costs incurred by reason of such cancellation or termination; but less any amounts the District is entitled to withhold under law or this Master Agreement. Upon the District's written request and authorization, Architect shall perform any and all masterplanning, Basic and Additional Services necessary to complete the work in progress as of the date of termination so long as the District continues to pay according to any written post termination agreement. In no event will the Architect continue with work on the Project in the event a delegation of Responsibility form is filed with DSA and executed by a replacement Architect.

For any material breach of contract by the Architect, the District may also terminate the Master Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notice shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Architect must cure such breach. In response to such Notice, if the Architect fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Master Agreement through written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed pursuant to this Master Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Master Agreement. Upon the District's written request and authorization, Architect shall perform any and all services necessary to complete the work in progress as of the date of the termination.

- 12.2 **Termination by Architect** – For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Master Agreement, the Architect may terminate the Master Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the

District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Architect may terminate the Master Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Architect, Architect shall be compensated for all masterplanning, Basic and Additional Services completed, and Reimbursable Expenses incurred, pursuant to this Master Agreement through the date of termination, together with compensation for such masterplanning, Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing. Upon the District's written request and authorization, Architect shall perform any and all masterplanning, Basic and Additional Services necessary to complete the work in progress as of the date of termination.

12.3 Miscellaneous Termination Provisions

12.3.1 Following the termination of the masterplanning, a Project, or this Master Agreement for any reason whatsoever, the District shall have the right, as applicable, to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Master Agreement by the Architect, not only as they relate or may relate to a Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) under Education Code Section 17316. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of the masterplanning, a Project, or this Master Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents pursuant to the masterplanning, Project or this Master Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

ARCHITECT AN INDEPENDENT CONTRACTOR

- 13.1 It is specifically agreed that in the making and performance of this Master Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

ARTICLE 14 STANDARDIZED MANUFACTURED ITEMS

- 14.1 The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

ARTICLE 15 OWNERSHIP OF DOCUMENTS

- 15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement shall be and shall remain the property of the District pursuant to Education Code Section 17316 for all purposes, not only as they relate or may relate to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project), provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) under Education Code Section 17316.
- 15.2 The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than Ten (10) years. Architect shall promptly make available to District any original documents it has retained pursuant to this Master Agreement upon request by the District.

ARTICLE 16 LICENSING OF INTELLECTUAL PROPERTY

- 16.1 The Master Agreement creates a non-exclusive and perpetual license for the District **122**

copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to the Master Agreement, as they relate or may relate to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) under Education Code Section 17316. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Master Agreement.

162 The compensation for the Project includes compensation not only for any use in connection with the Project pursuant to Education Code Section 17316 and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to the Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District re-uses the plans prepared by the Architect without the Architect's permission or without using the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c). Further, in the case of such re-use, the District agrees to remove the names and seals of the Architect and its consultants from title blocks and signature pages.

163 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be prepared pursuant to this Master Agreement. **Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Master Agreement for any breach of Article 16 due to Architect's negligence, recklessness or willful misconduct.** The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.

ARTICLE 17

ACCOUNTING AND OTHER RECORDS OF ARCHITECT

17.1 Architect's records of accounts regarding the Project shall be kept in accordance with

generally accepted accounting principles. District has the right to audit Architect's records and files regarding any of the work Architect performed for District on the Project during or after the Project. District shall be given reasonable access to Architect's records and files for audit purposes within ten (10) days of receipt of District's request. Architect shall keep and maintain these records and files for ten (10) years.

ARTICLE 18 INDEMNITY

- 18.1 **Architect Indemnification.** To the fullest extent permitted by law, including California Civil Code section 2782.8, the Architect shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees ("District Indemnitees") against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Master Agreement. For purposes of this Article 18.1 only, "claims" means all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the District's attorneys' fees, experts' fees, and litigation costs incurred in defense of a claim. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Architect. Architect shall be responsible to pay an amount of such costs equal to the finally determined percentage of liability based upon the comparative fault of Architect.
- 18.2 **District Indemnification for Use of Third Party Materials.** The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or re-use of that former design professional's designs or contract documents in performing this Master Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or contract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or contract documents in question. By providing this or any other indemnification in this Agreement, District does not waive any immunities.

ARTICLE 19 TIME SCHEDULE

- 19.1 **Time for Completion.** Time is of the essence of this Master Agreement. The Architect shall timely complete its masterplanning, Basic and Additional Services as expeditiously as possible, and according to the schedule set forth in amendments to this Master Agreement for any Project.

- 192 **Delays.** The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

ARTICLE 20 MISCELLANEOUS PROVISIONS

- 201 This Master Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Master Agreement shall be brought solely in the Superior Court of the State of California for the County of Placer, subject to transfer of venue under applicable State law, provided that nothing in this Master Agreement shall constitute a waiver of immunity to suit by the District.
- 202 Neither party shall assign or transfer any or all of its rights, burdens, duties or obligations under this Master Agreement without the prior written consent of the other party.
- 203 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

District: **Western Placer Unified School District**
600 Sixth Street, Suite 400
Lincoln, California 95648
Attention: Audrey Kilpatrick, Assistant Superintendent

Architect: **HMC Architects**
2495 Natomas Park Drive, Studio 100
Sacramento, CA 95126
Attn: Arturo Levenfeld, Managing Principal

- 204 This Master Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.
- 205 If any provision of this Master Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 206 The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties. No action or failure to act by the District shall constitute a waiver of any right or duty afforded the District under this Master Agreement, nor shall such

action or failure to act constitute approval of, or acquiescence in, a breach under this Master Agreement, except as may be specifically agreed to in a written amendment to this Master Agreement.

- 20.7 Nothing contained in this Master Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.
- 20.8 This Master Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Master Agreement. The Architect, by the execution of this Master Agreement, acknowledges that the Architect has read this Master Agreement, understands it, and agrees to be bound by its terms and conditions.
- 20.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.
- 20.10 Prior to executing any amendment to this Master Agreement, the Architect shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects.
- 20.11 In an effort to resolve any conflicts or disputes that arise regarding the performance of this agreement, the District and Architect agree that all such disputes shall be submitted to mediation, using a mutually agreed upon mediator experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-condition to the initiation of any litigation. Any fees for the mediation shall be shared equally.

ARCHITECT:
HMC ARCHITECTS

DISTRICT:
WESTERN PLACER UNIFIED SCHOOL
DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

AMENDMENT TO MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

(Attached)

Amendment No. 1
Date: February 17, 2017
Project Name: Western Placer Unified School District
New High School #2
HMC #3548001000

AMENDMENT NO. 1 TO OWNER/ARCHITECT AGREEMENT

That certain Owner/Architect Agreement (Agreement) dated December 2016, by and between WESTERN PLACER UNIFIED SCHOOL DISTRICT (Owner) and HMC GROUP (Architect), with respect to providing Architectural, Civil, Landscape, Structural, Mechanical, Plumbing and Electrical Engineering Services is hereby amended, modified, and revised as follows:

Scope of Work:

Basic Services:

Provide Architectural, Civil, Landscape, Structural, Mechanical, Plumbing and Electrical Engineering Services for Western Placer New High School #2. HMC's preliminary cost estimate anticipates a significant limitation to the amount of site improvement that the District will be able to develop within the current construction cost budget; The attached preliminary conceptual site plan assumes the site to be limited to 23 acres (+/- 1,000,000 sf) . Our design fees are based on the development of this size of a site; therefore, design services for additional site area will require additional design fees accordingly.

Preliminary project program for a 1,200 student high school with the following buildings (preliminary project program attached for reference):

- o Student Services and Student Center Building (21,840 gsf)
- o General Classroom Building (28,292 gsf)
- o Steam Classroom Building (32,769 gsf)
- o Performing Arts Building (14,462 gsf)
- o Physical Education Building (34,868 gsf)

Supplemental Services:

There is an ongoing evaluation of the District's funding opportunities; one in particular is funding for CTE programs that could enhance the construction budget value in the amount of \$6M.

Assumptions:

- o This fee assumes that the General Classroom and Steam Classroom buildings will be designed as modular construction buildings and that a modular building manufacturer will be retained by the District in a separate contract and will be procuring Construction Documents for these two buildings.
- o As part of the base fee, HMC will provide Schematic Design and Design Development for these two buildings. HMC will also coordinate with the modular building manufacturer to ensure the Construction Documents produced by the manufacturer follow the design intent of these buildings as defined in the Design Development phase of the project.
- o While HMC will coordinate the overall project submittal to DSA, the manufacturer will be responsible for meeting all DSA requirements, addressing any comments from DSA and for ensuring DSA approval on the construction documents for these buildings.

Western Placer Unified School District
Amendment No. 1
New High School #2
HMC #3548001000
February 17, 2017

- o As an option, per District direction, HMC will provide traditional design services for the Classroom and the Steam Classroom buildings at an estimated additional A/E fee of Seven Hundred and Eighty Thousand Dollars (\$780,000), as follows:

Structural:	\$ 170,000
Mechanical & Plumbing:	\$ 71,000
Title 24:	\$ 5,500
Electrical:	\$ 52,000
Subtotal Consultants:	\$ 298,500
Net Architectural:	<u>\$ 481,500</u>
Total A/E:	<u>\$ 780,000</u>

Exclusions:

- Other Specialty Consultants

Architect's Compensation:

Basic Services:

The Architect's Fee is computed at a fixed 5.5% of the initial Computed Construction Cost, preliminarily estimated at \$66,000,000. The Architect's Fee preliminarily estimated at Three Million Six Hundred and Thirty Dollars (\$3,630,000), plus \$72,500 for Theatre and \$75,000 for Acoustical Specialty Consultants.

Fee Summary:

Basic Services:	\$3,630,000
Theatre Consultant:	\$ 72,500
Acoustical Consultant:	<u>\$ 75,000</u>
Total Fee:	\$3,777,500

Note: Should the Construction Budget materially increase beyond the levels indicated in this Proposal, including adjustments for Owner authorized scope changes and additive change orders not resulting from the errors or omissions of the Architect, the fee shall be adjusted accordingly, with prior written approval from the Owner.

Supplemental Services:

If CTE program are added to the project in this amount, A/E fees will be increased by Three Hundred and Thirty Thousand Dollars (\$330,000) (5.5% of \$6M). This fee is for anticipated Basic Services including Architectural, Civil, Landscape, Structural, Mechanical, Plumbing and Electrical Engineering. If other specialty consultants are required, they will be added as additional services.

Reimbursable Expenses:


Reimbursable expenses are in addition to compensation for Basic and Owner approved Additional Services, including printing, plotting (including 3D plotting), delivery, electronic submittal and other expenses related to Agency review, Bidding, Construction or other Owner requested costs. Expense of transportation (including mileage) in connection with the Project; Expenses in connection with authorized out-of-town travel, including travel time; and fees paid for securing approval of authorities having jurisdiction over the Project. The Architect's compensation shall be computed based on 1.05 times the amounts invoiced to the Architect.

Western Placer Unified School District
Amendment No. 1
New High School #2
HMC #3548001000
February 17, 2017

Please review this Amendment and if it meets with your approval, please sign and return one (1) original to my attention.

HMC GROUP
3546 Concours Street
Ontario, CA 91764

WESTERN PLACER UNIFIED SD
600 Sixth Street
Lincoln, CA 95648

By  2/17/17
Arturo Levenfeld, AIA LEED AP BD+C (Date)
Managing Principal

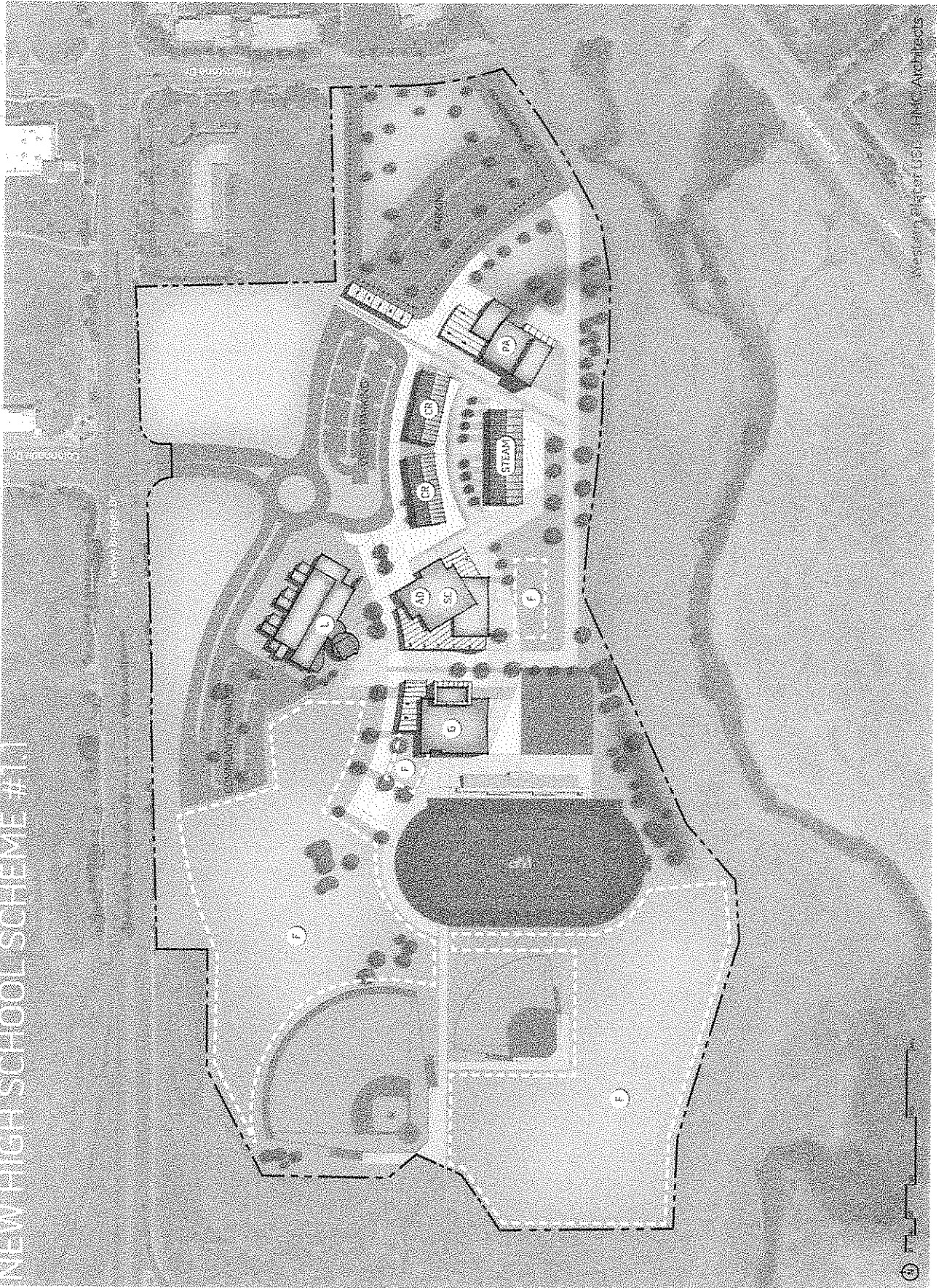
By _____ (Date)
Audrey Kilpatrick
Assistant Superintendent

cc: L. Eloff, File-CN-AOA

Encs: Preliminary Draft Program dated 2/3/17
New High School Scheme #1.1
Amend No. 1_WPUSD New HS No. 2_170217-3

AD ADMINISTRATION / SC STUDENT CENTER / PA PERFORMING ARTS CENTER / G GYMNASIUM AND ATHLETICS / F FUTURE / STEAM SCIENCE TECHNOLOGY ENGINEERING ART MUSIC / DR 2-STORY CLASSROOM BUILDING / LIBRARY

NEW HIGH SCHOOL SCHEME #11



Western Placer USD / HMC Architects

**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:

Consider Approval of 2017-2018
Western Placer Unified School District Calendar

AGENDA ITEM AREA:

Discussion/Action

REQUESTED BY:

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

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 7, 2017

ROLL CALL REQUIRED:

Yes

BACKGROUND:

A tentative agreement has been reached between WPUSD and WPTA on the portion of Article XV – Work Year 2017-2018 and it has been ratified by the WPTA membership. This portion of the calendar was Board approved on February 7, 2017. The attached calendar has been updated to include early release Mondays.

RECOMMENDATION:

Administration recommends that the Board of Trustees approve 2017-2018 District calendar that accompanies this fact sheet.

JULY 2017				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
AUGUST 2017				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	26	24	25
28	29	30	31	
SEPTEMBER 2017				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
OCTOBER 2017				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
NOVEMBER 2017				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
DECEMBER 2017				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

WESTERN PLACER UNIFIED SCHOOL DISTRICT

2017-2018 Student/Teacher Calendar

DATES TO REMEMBER:

- First Day of School for Students
- Last Day of School for Students

Site/Teacher Day (1/2 Site, 1/2 Teacher)
Teacher Day

- District Staff Development Day
- District/Site Day (1/2 District/1/2 PLC)

August 17th
June 7th

August 15th
August 16th
October 9th
March 12th

SCHOOL NOT IN SESSION:

Independence Day July 4th
Labor Day September 4th
Veterans' Day November 10th
Thanksgiving Break November 20th—24th
Winter Break-Christmas December 22—January 5th
Martin Luther King, Jr. Day January 15th
President's Week February 15—19th
Spring Break March 26—April 2
Memorial Day May 28th

PUPIL DAYS

August = 11 February = 17
September = 20 March = 16
October = 21 April = 20
November = 16 May = 22
December = 15 June = 5
January = 17 **TOTAL PUPIL DAYS = 180**

TOTAL TEACHER DAYS = 184

- First Trimester Ends - December 21st
- Second Trimester Ends - June 7th

Non-School Day

Early Release Days:

(Early release time - see school schedules)

Quarter One: *October 30th - November 3rd*

Quarter Two/Semester One: *December 18th - 21st*

Quarter Four/Semester Two: *June 4th - 7th*

District Staff Development Days: (NO STUDENTS)

October 9, 2017 & March 12, 2018

Adopted: Draft

JANUARY 2018				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
FEBRUARY 2018				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		
MARCH 2018				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
APRIL 2018				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				
MAY 2018				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
JUNE 2018				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Adoption of Revised/New
Policies/Regulations/Exhibits

AGENDA ITEM AREA:

Action

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- BP 4151 Employee Compensation
- BP/AR 4157.1 Work-Related Injuries

RECOMMENDATION:

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

wp/rk/factform

MANUAL MAINTENANCE GUIDESHEET

October 2016

Page 1 of 1

Note: Description below identify major changes in revised materials. Editorial changes have also been made.

BP 4151/4251/4351 - Employee Compensation

(BP revised)

Policy updated to add new section on "Overtime Compensation" and to reflect **NEW FEDERAL REGULATIONS** (81 Fed. Reg. 32391) which adjust the salary level at which employees become eligible to receive overtime pay. Policy also revised to reflect the requirement to classify nonadministrative, nonsupervisory certificated employees on the salary schedule based on years of training and experience, the prohibition against paying certificated employees different salaries solely on the basis of the grade levels they teach, the board's authority to determine the frequency and schedule of salary payments for employees who work less than 12 months per year, and the requirement to post a notice of federal minimum wage provisions.

BP/AR 4157.1/4257.1/4357.1 - Work-Related Injuries

(BP deleted; AR added)

Policy moved to administrative regulation and updated to clarify notification requirements, including requirements related to (1) the method and timeline for notifications; (2) availability of notifications in both English and Spanish; (3) notice to an employee who is a victim of crime at the workplace that he/she may be potentially eligible for workers' compensation benefits; (4) the filing of a report of work-related injury or illness with the district's insurer or, if the district is self-insured, with the Department of Industrial Relations (DIR); (5) notice to the DIR's Division of Occupational Safety and Health of any work-related death or serious injury/illness; and (6) the posting of workers' compensation information in a conspicuous location frequented by employees.

All Personnel

BP 4151(a)

4251

EMPLOYEE COMPENSATION

4351

In order to ~~secure and hold staff~~ **recruit and retain employees** committed to ~~the district's~~ **goals for** student learning, the Board of Trustees recognizes the importance of ~~offering a an~~ attractive **competitive** compensation package which includes salaries; ~~and health and welfare~~ benefits. ~~and other amenities.~~

(cf. 3100 - Budget)

(cf. 3400 - Management of Districts Assets/Accounts)

(cf. 4000 - Concepts and Roles)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

The Board shall adopt separate salary schedules for certificated, classified, and ~~management/supervisory/confidential~~ **and administrative** personnel. These schedules shall comply with law and ~~negotiated~~ **collective bargaining** agreements and shall be printed and made available for ~~review inspection~~ at the district office. ~~Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.~~

(cf. 4121 - Temporary/Substitute Personnel)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4143/4243 - Negotiations/Consultation)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for years of training and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

(cf. 4030 - Nondiscrimination in Employment)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 4312.1 - Contracts)

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. (Education Code 45038, 45039, 45048, 45165)

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

EMPLOYEE COMPENSATION (continued)

Overtime Compensation

A district employee shall be paid an overtime rate of not less than one and one-half times his/her regular rate of pay for any hours worked in excess of eight hours in one day or 40 hours in one work week. However, employees shall be exempt from overtime rules if they are employed as teachers or school administrators or if they qualify as being employed in an executive, administrative, or professional capacity and are paid a fixed salary at or above the salary level established by federal regulations. (Labor Code 510; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided he/she has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt district operations. (29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

(cf. 3580 - District Records)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)

Legal Reference: (see next page)

EMPLOYEE COMPENSATION (continued)

Legal Reference:

EDUCATION CODE

~~44492-44494~~ *Mentor teacher stipends*

~~44977~~ *Salary deductions during absence*

~~45022-45061~~ *Salaries, especially:*

~~45023~~ *Availability of salary schedule*

~~45028~~ *Salary schedule for certificated employees*

~~45030~~ *Salary schedule for substitutes*

~~45032~~ *Power of governing board to increase salaries*

~~45160-45169~~ *Salaries for classified employees*

~~45268~~ *Salary schedule for classified service in merit system districts*

GOVERNMENT CODE

~~3540-3549~~ *Meeting and negotiating, especially:*

~~3543.2~~ *Scope of representation*

~~3543.7~~ *Duty to meet and negotiate in good faith*

LABOR CODE

~~226~~ *Employee access to payroll records*

~~232~~ *Disclosure of wages*

~~510~~ *Overtime compensation; length of work day and week; alternative schedules*

UNITED STATES CODE, TITLE 26

~~409A~~ *Deferred compensation plans*

UNITED STATES CODE, TITLE 29

~~201-219~~ *Fair Labor Standards Act, especially:*

~~203~~ *Definitions*

~~207~~ *Overtime*

~~213~~ *Exemptions from minimum wage and overtime requirements*

CODE OF FEDERAL REGULATIONS, TITLE 26

~~1.409A-1~~ *Definitions and covered plans*

CODE OF FEDERAL REGULATIONS, TITLE 29

~~516.4~~ *Notice of minimum wage and overtime provisions*

~~516.5-516.6~~ *Records*

~~541.0-541.710~~ *Exemptions for executive, administrative, and professional employees*

~~553.1-553.51~~ *Fair Labor Standards Act; applicability to public agencies*

COURT DECISIONS

Flores v. City of San Gabriel, 9th Cir., June 2, 2016, No. 14-56421

Management Resources:

WEB SITES

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

Internal Revenue Service: <http://www.irs.gov>

School Services of California, Inc.: <http://www.sscal.com>

U.S. Department of Labor, Wage and Hour Division: <https://www.dol.gov/whd>

WORK-RELATED INJURIES

The Board of Trustees desires to provide its employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process in order to reduce costs and facilitate employee recovery.

(cf. 3320 - *Claims and Actions Against the District*)
(cf. 4032 - *Reasonable Accommodation*)
(cf. 4113.4/4213.4/4313.4 - *Temporary Modified/Light-Duty Assignment*)
(cf. 4154/4254/4354 - *Health and Welfare Benefits*)
(cf. 4157/4257/4357 - *Employee Safety*)
(cf. 4157.2/4257.2/4357.2 - *Ergonomics*)
(cf. 4161.11/4361.11 - *Industrial Accident/Illness Leave*)
(cf. 4261.11 - *Industrial Accident/Illness Leave*)

An employee shall report any work-related injury or illness to his/her supervisor as soon as practicable. Upon learning of an injury, a supervisor shall promptly report the incident to the Superintendent or designee and the insurance carrier as appropriate.

The Superintendent or designee shall ensure that every new employee is notified of his/her right to receive workers' compensation if injured at work and that injured employees are given notice of rights in accordance with law.

The Superintendent or designee shall ensure that notifications regarding workers' compensation are posted in accordance with law.

Legal Reference:

EDUCATION CODE

44984 *Industrial accident and illness leaves, certificated employees*

45192 *Industrial accident and illness leaves, classified employees*

LABOR CODE

3200-4855 *Workers' compensation, especially:*

3550-3553 *Employee notice*

3600-3605 *Conditions of liability*

3760 *Report of injury to insurer*

4600 *Provision of medical and hospital treatment by employer*

4906 *Disclosures and statements*

5400-5413 *Notice of injury or death*

6409.1 *Reports*

CODE OF REGULATIONS, TITLE 8

15596 *Notice of employee rights*

Management Resources:

WEB SITES

California Department of Industrial Relations: <http://www.dir.ca.gov>

Policy

adopted: September 4, 2007

revised: March 7, 2017

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

WORK-RELATED INJURIES

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

(cf. 3320 - Claims and Actions Against the District)
(cf. 4032 - Reasonable Accommodation)
(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)
(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 4157.2/4257.2/4357.2 - Ergonomics)
(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of his/her right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

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

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, he/she shall report the work-related injury or illness to the Superintendent or designee as soon as practicable.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to his/her dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

WORK-RELATED INJURIES (continued)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

DISTRICT INSURED FOR WORKERS' COMPENSATION THROUGH A THIRD PARTY INSURER

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death must be filed with the insurance carrier within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report by telephone or email to the Division of Occupational Safety and Health. (Labor Code 6409.1)

Legal Reference:

EDUCATION CODE

44984 *Industrial accident and illness leaves, certificated employees*

45192 *Industrial accident and illness leaves, classified employees*

LABOR CODE

3200-4855 *Workers' compensation, especially:*

3550-3553 *Employee notice*

3600-3605 *Conditions of liability*

3760 *Report of injury to insurer*

4600 *Provision of medical and hospital treatment by employer*

4906 *Disclosures and statements*

5400-5413 *Notice of injury or death*

6409.1 *Reports*

CODE OF REGULATIONS, TITLE 8

15596 *Notice of employee rights*

Management Resources:

DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

A Guidebook for Injured Workers, 2016

Notice to Employees -- Injuries Caused by Work

Time of Hire Pamphlet

Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility

WEB SITES

California Department of Industrial Relations, Division of Occupational Safety and Health:

<http://www.dir.ca.gov/dosh>

California Department of Industrial Relations, Division of Workers Compensation:

<http://www.dir.ca.gov/dwc>