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

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

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

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

SDC Pre-School

Foskett Ranch	15
First Street/LIP	76

GLOBAL DISTRICT GOALS

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

Western Placer Unified School District

Regular Meeting of the Board of Trustees

March 3, 2020

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

AGENDA

2019-2020 Goals & Objectives (G & 0) for the Management Team: Component I: Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

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

6:30 P.M. START

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

2. **COMMUNICATION FROM THE PUBLIC**

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

6:35 P.M.

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

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

3.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477

3.3 PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release-
a. Resolution No. 19/20.20 Authorizing the Non Re-Election of Certificated Probationary Employees
b. Resolution No. 19/20.21 Authorizing the Release and Reassignment of Certificated Staff

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

4.2 ***Page 10*** **- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477

4.3 ***Page 11*** **- PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release-
a. Resolution No. 19/20.20 Authorizing the Non Re-Election of Certificated Probationary Employees
b. Resolution No. 19/20.21 Authorizing the Release and Reassignment of Certificated Staff

Roll call vote:

5. ***Page 14-99*** **- 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 4 & 18, 2020
5.4 Approval of Warrants
5.5 Ratification of Contract – Strikes Unlimited and Foskett Ranch Elementary School
5.6 Ratification of Contract with Pacific Environmental Education Center and Creekside Oaks Elementary School
5.7 Ratification of Contract with Pacific Environmental Education Center and Lincoln Crossing Elementary School
5.8 Report of Disclosure Requirements for Quarterly Reports of Investments

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 Meeting 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 – Mattie Ridgway
- Western Placer Teacher's Association – Tim Allen

- Western Placer Classified Employee Association – Jim Houck
- Superintendent – Scott Leaman

8. *Page 101* - **PUBLIC HEARING:**
Regarding the Western Placer Unified School District Intent to Adopt and Levy Increased Statutory Developer Fees and 2020 School Facility Fee Justification Report -
The Western Placer Unified School District is authorized to collect developer fees (referred to as Level I fees) as established by the State Allocation Board to assist in financing school facilities to serve students generated from new residential and commercial/industrial development. In order to qualify to collect Level I fees, the District must complete a School Facility Fee Justification Report (Report) and have it adopted by the Board of Trustees.

9. **♦ACTION ♦DISCUSSION ♦INFORMATION**

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

9.1 Action *Page 133* – **APPROVE RESOLUTION NO. 19/20.22 AUTHORIZING THE REDUCTION IN CERTIFICATED STAFF DUE TO ELIMINATION OF PARTICULAR KINDS OF SERVICES – Simon**
Roll call vote:

9.2 Action *Page 137* – **ADOPTION OF RESOLUTION NO. 19/20.23 TO LEVY INCREASED SCHOOL FACILITY FEES AND THE 2020 SCHOOL FACILITY FEE JUSTIFICATION REPORT – Adell** *(19-20 G & O Component I, II, III, IV, V)*
Roll call vote:

9.3 Action *Page 142* – **APPROVAL OF LOW BIDDER FOR DISTRICT-WIDE BROADBAND AND ETHERNET SERVICE E-RATE YEAR 2020 (YEAR 23) – Kilpatrick** *(19-20 G &O Component I, II, III, IV, V)*

9.4 Discussion Action *Page 183* – **CSBA DELEGATE ASSEMBLY ELECTIONS – Leaman** *(19-20 G & O Component I, II, III, IV, V)*

10. **BOARD OF TRUSTEES**

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

- School Safety

10.2 BOARD MEMBER REPORTS/COMMENTS

11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

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

12. ADJOURNMENT

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

Posted: 022820
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DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY

Western Placer Unified School District
CLOSED SESSION AGENDA

Place: **District Office/City Hall Bldg. – Overlook Room (Fourth Floor)**
Date: **Tuesday, March 3, 2020**
Time: **6:35 P.M.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

8. PERSONNEL
- * PUBLIC EMPLOYEE APPOINTMENT
- * PUBLIC EMPLOYEE EMPLOYMENT
- * PUBLIC EMPLOYEE PERFORMANCE EVALUATION
- * **PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/ RELEASE**
- * COMPLAINTS OR CHARGES AGAINST AN EMPLOYEE

9. CONFERENCE WITH LABOR NEGOTIATOR

10. STUDENTS
- * STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
- * STUDENT PRIVATE PLACEMENT
- * INTERDISTRICT ATTENDANCE APPEAL
- * STUDENT ASSESSMENT INSTRUMENTS
- * STUDENT RETENTION APPEAL, Pursuant to BP 5123
- * DISCLOSURE OF CONFIDENTIAL STUDENT RECORD INFORMATION

1. **LICENSE/PERMIT DETERMINATION**
   - A. Specify the number of license or permit applications.
2. **SECURITY MATTERS**
   - A. Specify law enforcement agency
   - B. Title of Officer

3. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
   - A. Property: specify the street address, or if no street address the parcel number or unique other reference to the property under negotiation.
   - B. Negotiating parties: specify the name of the negotiating party, not the agent who directly or through an agent will negotiate with the agency's agent.
   - C. Under negotiations: specify whether the instructions to the negotiator will concern price, terms of payment or both.

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
Bargaining Groups:
WPTA & CSEA Negotiations
Agency Negotiators:
Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of Educational Services
Gabe Simon, Assistant Superintendent of Personnel Services
Audrey Kilpatrick, Assistant Superintendent Business and Operations

AGENDA ITEM AREA:
Disclosure of action taken in closed session

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
March 3, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

AGENDA ITEM AREA:
Disclosure of Action Taken in Closed Session

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

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
March 3, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

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

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Employee Discipline/Dismissal/Release
Approve Closed Session Resolution No. 19/20.20
Authorizing the Non Re-Election of Certificated
Probationary Employees

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Gabe Simon, Ed.D.
Assistant Superintendent of
Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General

MEETING DATE:
March 3, 2020

ROLL CALL REQUIRED:
Yes

BACKGROUND:

Pursuant with Education Code 44929.21 the District can exercise its right to terminate the employment of Probationary Certificated Employees at the end of the 2019-2020 school year by providing notice to the employees of the non re-election prior to March 15, 2020.

RECOMMENDATION:

Administration recommends the Board of Trustees approve Closed Session Resolution No. 19/20.20 authorizing the Non Re-Election of Certificated Probationary Employees. Disclose action taken in closed session.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
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5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:
Employee Discipline/Dismissal/Release
Approve Closed Session Resolution No. 19/20.21
Authorizing the Release and Reassignment of
Certificated Staff

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Gabe Simon, Ed.D.
Assistant Superintendent of Personnel Services GS

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General

MEETING DATE:
March 3, 2020

ROLL CALL REQUIRED:
Yes

BACKGROUND:

California Education Code section 44951 provides that unless a certificated employee holding a position requiring an administrative or supervisory credential is notified by March 15 that he/she may be released from his/her position for the following school year, he/she shall be continued in such position.

RECOMMENDATION:

Administration recommends the Board of Trustees approve Closed Session Resolution No. 19/20.21 authorizing the release and reassignment of certificated staff to a non-administrative/non-supervisory position. Disclose action taken in closed session.

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.
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SUBJECT:
Certificated Personnel Report

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Gabriel Simon GS
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

MEETING DATE:
March 3, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT

March 3, 2020

CERTIFICATED/MANAGEMENT

NEW HIRES: None

REQUEST FOR LEAVE OF ABSENCE:

1. Name: Felicitas Gonzalez
   Position: Spanish Teacher
   FTE: 1.0
   Effective: April 14, 2020
   Site: Lincoln High School

RESIGNATIONS:

1. Name: Michael Elston
   Position: SDC Teacher
   FTE: 1.0
   Effective: June 5, 2020
   Site: Twelve Bridges Middle School

CHANGE: None

RETIREMENTS:

1. Name: Cathy Rogers
   Position: SDC Teacher
   FTE: 1.0
   Effective: June 30, 2020
   Site: Creekside Oaks Elementary School

TRANSFERS/PROMOTIONS: None

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
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 3, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT

March 3, 2020

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. Name: Desra Perez
   Position: Paraprofessional
   FTE: 5.66 hours/5 days a week
   Days: 10 Months

   Effective: 2/24/20
   Site: Glen Edwards Middle School
   Replacement

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Approval of Minutes:

- February 4 & 18, 2020 Regular Board of Trustee Meeting

AGENDA ITEM AREA:
CONSENT AGENDA

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
March 3, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

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

- February 4 & 18, 2020 Regular Board of Trustee Meeting

RECOMMENDATION:

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

wp/rk/factform

Western Placer Unified School District

Regular Meeting of the Board of Trustees

February 4, 2020

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

MINUTES

2019-2020 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

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

Board Members Present:
Paul Long, President
Brian Haley, Vice President
Paul Carras, Clerk
Damian Armitage, Member
Kris Wyatt, Member

Others Present:
Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of Educational Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Gabe Simon, Assistant Superintendent of Personnel Services
Maria Gonzalez, Administrative Assistant to the Superintendent
Mattie Ridgway, Student Advisory
Matthew Nobert, Lincoln News Messenger

6:15 P.M. START

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

2. **COMMUNICATION FROM THE PUBLIC**
   No communication from the public

6:20 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room
   - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
     Bargaining groups: WPTA & CSEA Negotiations
     Agency Negotiators:
     ~Scott Leaman, Superintendent
     ~Kerry Callahan, Deputy Superintendent of Educational Services
     ~Gabe Simon, Assistant Superintendent of Personnel Services
     ~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
   - 3.2 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
     CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477

3.3 PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release
a. Employee Employment/Discipline/Dismissal/Release Employee #CE19/20.3

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

No action 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. CPF15-514477

No action taken

4.3 *Page 11* - PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release
a. Employee Employment/Discipline/Dismissal/Release Employee #CE19/20.3

Mr. Carras reported the board unanimously approved in closed session Resolution No. CE19/20.3 Authorizing the Release of Temporary Certificated Employees at the end of the 2019-2020 School year and authorizing the district administration to serve required notices pursuant to Education Code section 44954

5. *Page 13-53* - CONSENT AGENDA
5.1 Certificated Personnel Report
5.2 Classified Personnel Report
5.3 Request for Reduced Work Load
5.4 Approval Minutes for January 21, 2020
5.5 Approval of Warrants
5.6 Ratification of Contract with Remind and ATLAS
5.7 Ratification of Contract with Magical Moonshine Theatre and Foskett Ranch Elementary
5.8 Approval of Out of State Travel
5.9 Comprehensive School Safety Plans for District School Sites – Located on www.wpusd.k12.ca.us click here to view: Elementary and Secondary
5.10 Contract with Varsity Brands

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

6. COMMUNICATION FROM THE PUBLIC

No communication from the public

7. REPORTS & COMMUNICATION

➢Lincoln High School Student Advisory – Mattie Ridgway reported the following:

- This week is homecoming. Homecoming games are this Friday night
- The Homecoming Dance is on Saturday. The theme is the Roaring 20's.
- Next week is last basketball home game/Senior night for the teams
- Wrestler Lucas Cook committed to Cal Poly

➢Western Placer Teacher's Association – Tim Allen stated that the state of WPTA is very strong with 98% membership. Almost all new hires are represented by the group. They not only represent teachers but also counselors, speech and language pathologist and our two nurses. Every single site is represented at our meetings. We have a lot of great outreach to our new members. We have a balanced budget. We send our members to conferences and support them in professional development. Work and meet monthly with Ed Services. They have an equity team which has been working on getting privacy screens for all nursing mothers in the district. Will be meeting with the district staff for negotiations/bargaining meetings. Mr. Carras stated that to Tim's credit and the leadership of the team and the membership at 98% show that they have confidence in their leadership team.

➢Western Placer Classified Employee Association – Gus Nevarez had no report

➢Superintendent – Scott Leaman

- February 13, 2020 is the topping off ceremony. Laying of the last beam at the new high school
- Save the date for March 6, 2020 - Appreciation Breakfast
- Staffing will start in March. Will be meeting with principals first to determine needs at each site.
- Measure D info night went well. Good turnout.
- Library meeting and Farm Foundation meeting are this week on the same night.
- Camping trailer out at the farm will be removed. We purchased a little house that will be placed at the farm and we will have a caretaker at the farm.
- Thanked the board for approving consent agenda Contract with Varsity Brands. They are a company that will help guide the branding of new school sites. They will finalize the mascot for us and uniforms. We have a two year contract with them. They set up online stores to purchase school spirit wear.
- Reno Penders will be the first Principal at Leaman Elementary.
- Mark Rodriguez will be the temporary Principal at Creekside Oaks Elementary until June when we select a Principal for COES
- Contacted City regarding changing Fieldstone way to Rhino way near the new high school.

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

8.1 Information ***Page 55*** **– GOVERNOR'S 2020-21 STATE BUDGET PROPOSALS – Kilpatrick** *(19-20 G & O Component I, II, III, IV, V)*

Audrey Kilpatrick stated that she attended the governors state budget meeting with our union members. Mr. Kilpatrick provided a handout/slide presentation. Mrs. Kiplatrick summarized the following items:

- Initial Thoughts
- Economy is still growing (slower)
- Budget surplus is much smaller
- Schools get COLA but very little additional discretionary funding
- One time funds for educator training, recruitment and retention
- More money for School Nutrition, Training, Healthy Food
- Computer science funds
- Special Education base funding
- Increases in LCFF Funding
- Base grant per ADA (2.29% COLA)
- Pension Relief for School Employers

The Governor's proposal is the start to the process. There will be budget reviews and possible changes. The budget should be completed by June 15th. For the district level the 2nd interim will be presented in March 2020. Our P-2 ADA will be in April 2020. We will be adopting the budget at the June 16, 2020 board meeting.

Mr. Carras stated well done on the report. Mr. Long asked if there was COLA in our transportation. Mrs. Kilpatrick stated there was no COLA in transportation.

8.2 Action ***Page 56*** **– REVISED SUNSHINE PROPOSAL FOR NEGOTIATIONS REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT (WPUSD) AND THE WESTERN PLACER TEACHER'S ASSOCIATION (WPTA)– Simon** *(19-20 G & O Component I, II, III, IV, V)*

Mr. Simon stated that this is the second time coming to the board with some revisions. Included in this revision is Article 10 which is the assignment/ reassignment/transfer article as it refers to our special programs with anticipation of opening of new schools for the District and Western Placer Teacher's Association's and is now being brought before the board as an action item. Motion by Mrs. Carras, Seconded by Mr. Wyatt and passed by a 5-0 *(**Ayes:** Armitage, Carras, Haley, Long, Wyatt **No:** None)* vote to approve the Revised Sunshine proposal for negotiations regarding the Collective Bargaining Agreement between the Western Placer Unified School District (WPUSD) and the Western Placer Teachers Association (WPTA).

8.3 Information/ Discussion *Page 59* – **ADDITIONAL SUNSHINE FOR NEGOTIATIONS REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WESTERN PLACER UNIFIED SCHOOL DISTRICT (WPUSD) AND THE WESTERN PLACER TEACHER'S ASSOCIATION (WPTA) – Simon** *(19-20 G &O Component I, II, III, IV, V)*

Mr. Simon stated that this section is the District Sunshine which is Article VIII – Leaves (Specifically Section I: Catastrophic Leave) so that the District and WPTA can discuss catastrophic leave request. This is information only and will be brought back as an action item at the next meeting.

8.4 Action *Page 61* – **ADOPTION OF REVISED/NEW EXHIBITS/ POLICIES/ REGULATIONS – Leaman** *(19-20 G & O Component I, II, III, IV, V)*

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

  - BP/AR 3515 – Campus Security
  - BP/AR 5142 – Safety
  - BP/AR 7140 – Architectural and Engineering Services

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 Revised/New Polices, Exhibits and Regulations as presented.

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

- School Safety

9.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Haley-No report
Mr. Armitage-No report
Mrs. Wyatt – Wellness committee meeting today and they had 2 students from Glen Edwards. Cristina gave a lot of information regarding food services at the Wellness meeting. She has been doing some surveys with students and parents. She stated the President is easing up on had some of the regulations that they have had. So there may be some changes in food served. There is a Health Fair coming up.
Mr. Carras – No Report

Mr. Long – Farm foundation meeting is tomorrow at 6:00 at the farm. There is a lot happening at the farm that will be good to see. Students are making iron corrals and fencing. They are also working on the green house. Foundations have been poured for the green house and the little house. Reminder February 13, 2020 is the topping off ceremony at the new high school.

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➢**February 18, 2020** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

11. ADJOURNMENT

There being no further business the meeting was adjourned at 7:45p.m.

Paul Long, President

Paul Carras, Clerk

Scott Leaman, Superintendent

Maria Gonzalez, Administrative Assistant 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.

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Western Placer Unified School District

Regular Meeting of the Board of Trustees

February 18, 2020

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

MINUTES

2019-2020 Goals & Objectives (G & 0) 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 Long, President
Brian Haley, Vice President
Paul Carras, Clerk
Damian Armitage, Member
Kris Wyatt, Member

Others Present:
Scott Leaman, Superintendent
Kerry Callahan, Deputy Superintendent of Educational Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Gabe Simon, Assistant Superintendent of Personnel Services
Chuck Whitecotton, Principal Phoenix High School
Maria Gonzalez, Administrative Assistant to the Superintendent
Mattie Ridgway, Student Advisory

6:30 P.M. START

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

2. **COMMUNICATION FROM THE PUBLIC**
   No communication from the public

6:35 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room
   - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
     Bargaining groups: WPTA & CSEA Negotiations
     Agency Negotiators:
     ~Scott Leaman, Superintendent
     ~Kerry Callahan, Deputy Superintendent of Educational Services
     ~Gabe Simon, Assistant Superintendent of Personnel Services
     ~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
   - 3.2 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
     CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477

3.3 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
Student Discipline – Stipulated Expulsion Student #19-20-D

3.4 PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release-

7:00 P.M.

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

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

No action 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. CPF15-514477

No action taken

4.3 *Page 11* - STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
Student Discipline – Stipulated Expulsion Student #19-20-D

No action taken

4.4 *Page 12* - PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release-

No action taken

5. *Page 14-74* - CONSENT AGENDA
5.1 Certificated Personnel Report
5.2 Classified Personnel Report
5.3 Approval of Request Leaves of Absence
5.4 CARS/Consolidated Application (winter release)
5.5 Ratification of Contract with SysCloud and Western Placer Unified School District

5.6 Ratify Contract between Capitol Public Finance Group and Western Placer Unified School District - Municipal Security Issuance Services
5.7 Ratification of Contract with Empire Mine State Historic Park and Foskett Ranch Elementary School
5.8 Ratification of Contract with TNT Fireworks and Lincoln High School
5.9 Ratification of Contract with Turkey Creek Golf Club and Western Placer Unified School District – Lincoln High School Golf Team
5.10 Ratification of Contract with Cherry Island Golf Course and Western Placer Unified School District – Lincoln High School Golf Team
5.11 Ratification of Contract with AMF Rocklin Lanes and Glen Edwards Middle School
5.12 Disposal of Surplus Items
5.13 Student Discipline - Stipulated Expulsion Student #19-20-D
Roll call vote:

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

6. COMMUNICATION FROM THE PUBLIC

Marylou Edwards, Teacher at Lincoln High School spoke about the LHS Science Expo. She gave a recap and stated that this is the 15th year of the LHS Science Expo. They are adding a Saturday event to the Expo in order to accommodate families who cannot attend during the week. It is student oriented and student run. She stated that once the new high school opens she wants to have The Science Expo be a joint Expo with both high schools working together. The students stated that there are 300 students involved in the Expo which this year will include Ag, Robotics and the Bio Medical Pathways. They also spoke about donations and funds raised for the program and how they are used. The money raised comes back to the students as scholorships for senior students. Last year the Science Expo group took the program to the students of Paradise Elementary.

Mrs. Edwards talked about the Robotics program. She stated it was too big for her to do on her own so she has students assist and run the program. She has started a district wide Robotics program, which is now starts at the elementary level, introducing students at a younger age to Robotics. High School students are teaching and helping the younger students as part of the program. Students spoke about the program, funding, competitions and working with the younger students. Per Kevin Torres, he started the current program during his Freshman year with only 3 members. It has now grown to 20 students and Mrs. Edwards is their advisor. They stated that they came in second place at their most recent competition. They promote the Robotics program at different events including the Science Expo, Club Day at the high school and Freshman Showcase. Mrs. Edwards summarized the Robotics presentation and stated that they had received the judge's award twice.

Mr. Haley stated that the students were doing great with their knowledge, team work and communication skills and will make great employees.

Mr. Carras stated great job and that reaching down to lower levels, elementary and middle school is the best way to have the program flourish and grow is impressive.

Mrs. Edwards talked about the peer-tutoring program at Lincoln High School and stated this is the eleventh year of the program. She stated that the students actually work for the district as tutors. They are phenomenal and very dedicated students who interact with each other. This is the third year offering a district wide tutoring program that includes working with younger students at our elementary and middle schools. The students in attendance talked about the offsite and onsite tutoring program that is provided by Lincoln High School to our students. The tutoring at Lincoln High School is provided in the library from 3:00 pm to 6:00 pm. They are also helping students prep for the SAT.

Board members thanked the students for the information they provided.

7. REPORTS & COMMUNICATION

➢Lincoln High School Student Advisory – Mattie Ridgway reported the following:

- We are in playoff season. All winter teams made playoffs. Girls basketball is the number 4 seed, Boys Soccer is the number 15 seed, Boys Basketball is number 10 seed and League Champions so we get another banner, Girls Soccer is number 11 seed and wrestling sending six wrestlers to masters
- Four students and one alternate to represent Lincoln for the Lions Club student annual speaking competition
- Spring sports are starting

➢Western Placer Teacher's Association – Tim Allen stated that they wrapped up their elections for Teachers of the Year. The elementary /middle school Teacher of the Year is Wendy Hamasaki who has been with the district about 15 years and the High School Teacher of the Year is Donna Tofft. She is celebrating 40 years in the District.

➢Western Placer Classified Employee Association – Jim Houck had no report

➢Superintendent – Scott Leaman

- Lincoln Leadership is on Thursday. They provide two hours for us to present information. It is a great opportunity to get information out about our schools and to people who are interested in being active in the Lincoln community
- All Board members attended the topping off ceremony at Twelve Bridges High School which included the signing of the last beam
- March 6 is our appreciation day for our community with breakfast provided
- Teacher of the Year as been announced. Maria Gonzalez is still working on the final voting process of the Employee of the Year for the Classified Employees.
- Announced that Reno Penders will be Principal at Scott Leaman Elementary
- Mark Rodriguez will be interim Principal at Creekside Oaks Elementary.
- We are looking for a replacement Vice Principal for Creekside Oaks Elementary and Scott Leaman Elementary
- Reno Penders has a science background and is going to provide a STEAM curriculum at Scott Leaman Elemenatary
- 2x2 meeting is this Thursday at 4:00 pm with the City of Lincoln

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

Audrey Kilpatrick introduced Elizabeth Sav from Crowe, the independent audit firm hired by WPUSD to perform our audits. Ms. Sav stated the Audit Guide requires WPUSD to have a financial statement and performance audit over each of the two measures. Measure A balance sheet is listed on page 82 and the statement of revenues, expenditures and change in fund balance is listed on page 83. These two pages show the financial position of Measure A as of June 30, 2019. Measure A is for the Lincoln High School updates and New High School build. The audit is to ensure that we are spending the funds appropriately per the Measure A guidelines. There were no matters to report and no deficiencies to report. Per the Auditor's Report on page 93, the results of the audit indicates that WPUSD expended Measure A General Obligation Bond funds for the year ended June 30, 2019 only for the specific projects developed by the District's Board of Trustees and approved by the voters, in accordance with Proposition 39. Measure N balance sheet is on page 101of the Board packet. There were not matters to report. The conclusion of the audit was that the results of the tests performed indicate that WPUSD expended Measure N General Obligation Bond Funds for the year ended June 30, 2019 only for the specific projects developed by the District's Board of Trustees and approved by the voters in accordance with the requirements of Proposition 39. Audrey Kilpatrick stated that the Facilities Department will also be presenting the results of the audit report and the performance report to the bond oversight committee in March. She stated she is really proud of the department because they are ensuring that the bond is being spent appropriately and within the guidelines of the bond.

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

Mr. Simon stated that the District's additional proposal was presented for information/discussion at the February 4, 2020 Board of Trustee meeting and is now being brought to the board for action.

Motion by Mrs. Armitage, Seconded by Mr. Haley and passed by a 5-0 *(**Ayes:** Armitage, Carras, Haley, Long, Wyatt **No:** None)* vote to approve the Additional Sunshine for negotiations regarding the Collective Bargaining Agreement between the Western Placer Unified School District (WPUSD) and the Western Placer Teachers Association (WPTA).

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

Mr. Leaman stated that the district is entering into a construction easement for the south road in front of Carlin C. Coppin Elementary. Meadowland homes will be performing the work to the road in front of the school as part of their build. The construction of the road will be done during the summer but could extend into the beginning of the school year.

Motion by Mr. Carras, Seconded by Mrs. Wyatt and passed by a 5-0 *(**Ayes:** Armitage, Carras, Haley, Long, Wyatt **No:** None)* vote to approve the Temporary Construction Easement.

8.4 Action ***Page 124*** **– ADOPTION OF REVISED/NEW EXHIBITS/ POLICIES/ REGULATIONS – Leaman** *(19-20 G & O Component I, II, III, IV, V)*

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

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

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 Revised/New Polices, Exhibits and Regulations as presented.

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

- School Safety
  Mr. Leaman made a comment about school safety. NEA requested to not have any more active shooter drills in schools because it is traumatizing. We currently have police officer presence on our campus and continued contact with our local police force.

9.2 BOARD MEMBER REPORTS/COMMENTS

Brian Haley had no report

Damian Armitage thanked everyone for birthday wishes

Kris Wyatt stated that our baseball fields look great. Parents, coaches and players have helped clean up the fields. Choir will be serving at the annual Rotary Taste of Italy on Friday and will earn tips. The Interact Key Club went to Summerset and gave them valentines that they made.

Paul Carras had no report

Paul Long had no report

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **March 3, 2020** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room
- **March 17, 2020** 7:00 P.M., Regular Meeting of the Board of Trustees – Phoenix High School, 870 J Street

11. ADJOURNMENT

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

_____
Paul Long, President

_____
Paul Carras, Clerk

_____
Scott Leaman, Superintendent

_____
Maria Gonzalez, Administrative Assistant 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.

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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.org

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
March 3, 2020

ROLL CALL REQUIRED:
N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the February 4, 2020 board meeting.

RECOMMENDATION:

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

wp/rk/factsheetwarrants

Checks Dated 02/26/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85732086	02/26/2020	PACIFIC GAS & ELECTRIC CO	21-5800		41,403.66
85732087	02/26/2020	SIG EMPLOYEE BENEFITS TRUST	76-9558		727,476.35
85732088	02/26/2020	STAPLES BUSINESS ADVANTAGE	01-4300	9,185.90	
			21-4300	184.71	9,370.61
		Total Number of Checks	**3**		**778,250.62**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	1	9,185.90
21	Building Fund #1	2	41,588.37
76	Payroll Fund	1	727,476.35
	Total Number of Checks	3	778,250.62
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		**778,250.62**

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

Checks Dated 02/21/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85731584	02/21/2020	Hichborn, Amber N	01-5200		148.75
85731585	02/21/2020	McKinnon, Deborah J	01-5200		34.50
85731586	02/21/2020	Milovanovich, Casey E	01-5200		86.52
85731587	02/21/2020	AT&T	01-5560		4,727.52
85731588	02/21/2020	BRIGHT START THERAPIES INC	01-5800		1,770.00
85731589	02/21/2020	BUS WEST - DIVISION OF VELOCITY VEHICLE GROUP	01-4365		311.25
85731590	02/21/2020	GEARY PACIFIC SUPPLY	01-4340		277.92
85731591	02/21/2020	GRAINGER	01-4300		16.07
85731592	02/21/2020	HILLYARD / SACRAMENTO	01-4300		351.35
85731593	02/21/2020	HUNT & SONS INC	01-4365		236.25
85731594	02/21/2020	J & J SCREEN & GLASS	01-5600		100.00
85731595	02/21/2020	LOWE'S	01-4300		1,682.60
85731596	02/21/2020	MEDICAB	01-5800		13,977.25
85731597	02/21/2020	MEDICAL BILLING TECHNOLOGIES	01-5800		300.00
85731598	02/21/2020	NORTHERN SPEECH SERVICES, INC.	01-5200		199.00
85731599	02/21/2020	PCOE - PLACER CO OFFICE OF ED	01-5200		50.00
85731600	02/21/2020	PEARSON ASSESSMENTS ORDERING DEPARTMENT	01-4300		50.94
85731601	02/21/2020	ROEBBELEN CONTRACTING INC	21-6270		1,403,532.20
85731602	02/21/2020	SCHOOL NURSE SUPPLY INC.	01-4300		1,196.27
85731603	02/21/2020	SIERRA OFFICE SUPPLIES &	01-4300	34.32	
			25-4300	217.87	252.19
85731604	02/21/2020	SPECIALIZED EDUC OF CA, INC. DBA SIERRA SCHOOLS	01-5800		21,035.75
85731605	02/21/2020	STINEMAN'S FARM SUPPLY	01-4300		20.55
85731606	02/21/2020	UNIFIRST CORPORATION	01-5800		2,069.38
85731607	02/21/2020	WAVE	01-5560	1,159.75-	
			01-5903	6,503.44	5,343.69
85731608	02/21/2020	WAXIE'S SANITARY SUPPLY	01-4300		2,491.00
85731609	02/21/2020	WESTERN PLACER WASTE MGT AUTH ACCOUNTING DIVISION WPWMA	01-5540		351.20
85731610	02/21/2020	Fastrak Violation Processing D epartment	01-5600		32.00
85731611	02/21/2020	CULTURE SHOCK YOGURT	13-4710		120.00
85731612	02/21/2020	DANIELSEN COMPANY	13-4710		2,143.29
85731613	02/21/2020	GOLD STAR FOODS, INC	13-4710		5,610.51
85731614	02/21/2020	PRODUCERS DAIRY FOODS, INC.	13-4710		2,570.87
85731615	02/21/2020	PROPACIFIC FRESH	13-4380	33.93	
			13-4710	496.29	530.22
85731616	02/21/2020	UNIFIRST CORPORATION	13-5800		216.26
85731617	02/21/2020	WEST COAST PAPER COMPANY	13-4380		166.00
85731618	02/21/2020	Julie Ledbetter	13-8634		63.90
85731619	02/21/2020	Colombo, Megan D	01-4300		227.10
85731620	02/21/2020	Robbins, Jennifer A	01-5800		79.95

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Checks Dated 02/21/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85731621	02/21/2020	BANK OF AMERICA #4333	01-4300	2,272.36	
			01-5200	686.10	
			01-5800	913.79	3,872.25
85731622	02/21/2020	BLACKBURN CONSULTING	21-6140		60,414.39
85731623	02/21/2020	CABE	01-5200		980.00
85731624	02/21/2020	ESS ENVIRONMENTAL	21-6140		1,340.00
85731625	02/21/2020	HMC GROUP	21-6210		72,753.40
85731626	02/21/2020	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		509.43
85731627	02/21/2020	SHARP ARCHITECTURE, INC.	21-5800		6,400.00
85731628	02/21/2020	WAXIE'S SANITARY SUPPLY	01-4300		2,581.00
		Total Number of Checks	**45**		**1,621,222.72**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	32	65,143.81
13	Cafeteria Fund	8	11,421.05
21	Building Fund #1	5	1,544,439.99
25	Capital Facilities Fund	1	217.87
	Total Number of Checks	**45**	1,621,222.72
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		**1,621,222.72**

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.

Checks Dated 02/14/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85730326	02/14/2020	Brothers, Annie Z	01-4300		17.15
85730327	02/14/2020	Carlson, Carrie L	01-5200		43.41
85730328	02/14/2020	Chapman, Vivian G	01-4300		22.00
85730329	02/14/2020	Gregory, Teija A	01-5200		64.38
85730330	02/14/2020	Lillie, Tracey N	01-5200	16.10	
			11-5200	22.43	38.53
85730331	02/14/2020	Morford, Kristin N	01-5200		52.33
85730332	02/14/2020	Zinzun, Rhianon R	01-5200		17.25
85730333	02/14/2020	ADD SOME CLASS	01-4300		708.66
85730334	02/14/2020	ADVANCED INTEGRATED PEST	01-5800		1,296.00
85730335	02/14/2020	AIR FILTER SUPPLY INC	01-4300		30.37
85730336	02/14/2020	APPROVED SAFE & LOCK	01-5600		407.20
85730337	02/14/2020	BUS WEST - DIVISION OF VELOCITY VEHICLE GROUP	01-4365		150.03
85730338	02/14/2020	C & S TELECOMMUNICATIONS INC	01-5600		560.00
85730339	02/14/2020	CAPITOL CLUTCH AND BRAKE INC	01-4365		183.00
85730340	02/14/2020	CAPITOL PUBLIC FINANCE GROUP	25-5800		4,000.00
85730341	02/14/2020	CDW GOVERNMENT INC	01-4300	1,688.28	
			21-4300	1,948.88	
			21-4400	15,494.47	19,131.63
85730342	02/14/2020	CITRUS HEIGHTS SAW & MOWER	01-4365		817.54
85730343	02/14/2020	COOKS PORTABLE TOILETS	21-5600		268.53
85730344	02/14/2020	CRITERION CONSTRUCTION PROFESSIONALS, INC.	21-6290		900.00
85730345	02/14/2020	CURRICULUM ASSOCIATES INC.	01-4300		93.70
85730346	02/14/2020	DANIKA LYNN DAVIS	01-5800		133.17
85730347	02/14/2020	EATON INTERPRETING SVCS INC	01-5800		6,708.00
85730348	02/14/2020	ECORP CONSULTING INC	21-6140		883.75
85730349	02/14/2020	GCR TIRES & SERVICE	01-4360		1,237.69
85730350	02/14/2020	GOLD COUNTRY MEDIA PUBLICATIONS	01-5800		477.54
85730351	02/14/2020	GRAINGER	01-4300		107.44
85730352	02/14/2020	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		49.84
85730353	02/14/2020	HORIZON	01-4300		60.30
85730354	02/14/2020	JABBERGYM INC.	01-5800		6,080.00
85730355	02/14/2020	JOHN A. MILLEN	21-6290		11,280.00
85730356	02/14/2020	LANDMARK CONSTRUCTION	21-6200		1,046,447.41
85730357	02/14/2020	LEARNING SOLUTIONS INC	01-5800		3,776.01
85730358	02/14/2020	Loomis Union School Dist	01-4100		168.00
85730359	02/14/2020	LOVE AND LOGIC INSTITUTE, INC	01-5200		3,360.00
85730360	02/14/2020	MEDICAB	01-5800		1,126.00
85730361	02/14/2020	MESA ENERGY SYSTEMS, INC dba EMCOR SERVICES MESA ANERGY	01-5600		799.00
85730362	02/14/2020	OMG DIVERSIFIED DOOR & LOCK	01-4300		185.92
85730363	02/14/2020	PACIFIC GAS & ELECTRIC CO	01-5510	2,067.97	
			01-5530	102.81	2,170.78

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Checks Dated 02/14/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85730364	02/14/2020	PLACER LEARNING CENTER	01-5800		48,521.25
85730365	02/14/2020	PLATT ELECTRIC SUPPLY, INC.	01-4300		156.23
85730366	02/14/2020	POWER PROTECTION PLUS	01-5600		1,790.00
85730367	02/14/2020	RC SIGNS ROD FRIANT	21-4400		860.00
85730368	02/14/2020	RIEBES AUTO PARTS	01-4365		4,115.70
85730369	02/14/2020	SAFEWAY INC	01-4300		30.47
85730370	02/14/2020	SCHOOL STEPS, INC.	01-5800		36,234.38
85730371	02/14/2020	SCHOOL WORKS INC.	25-5800		5,000.00
85730372	02/14/2020	SHARP ARCHITECTURE, INC.	21-5800		6,440.00
85730373	02/14/2020	SHARPS COMPLIANCE INC.	01-5800		386.37
85730374	02/14/2020	SIEMENS INDUSTRY INC	01-5600		20,165.00
85730375	02/14/2020	SIERRA BUILDING SYSTEMS INC	01-5600		937.50
85730376	02/14/2020	SIERRA FOOTHILLS ACADEMY	01-5800		48,517.02
85730377	02/14/2020	SIGLER, INC.	01-4365		405.65
85730378	02/14/2020	SUPPLYWORKS	01-4300		3,581.84
85730379	02/14/2020	SUTTER MEDICAL FOUNDATION	01-5800		568.00
85730380	02/14/2020	U.S. BANK NATIONAL ASSOCIATION U.S. BANCORP PURCHASING CARD	01-4300	496.80	
			01-5200	7,549.37	
			01-5300	187.63	
			01-5800	176.53	
			13-4300	280.96	8,691.29
85730381	02/14/2020	UNIFIRST CORPORATION	01-5800		191.67
85730382	02/14/2020	VICTORIA MILLER	01-5800		1,253.20
85730383	02/14/2020	WALLACE-KUHL & ASSOCIATES	21-5800	7,319.82	
			21-6170	1,891.00	9,210.82
85730384	02/14/2020	WALTER MAY	21-6290		13,440.00
85730385	02/14/2020	WAXIE'S SANITARY SUPPLY	01-4300		2,446.45
85730386	02/14/2020	WPUSD - WESTERN PLACER USD	13-4300		21.00
85730387	02/14/2020	WPUSD - WESTERN PLACER USD	01-4300		54.09
85730388	02/14/2020	CA Debt and Investment Advisor y Commision	22-5800		4,721.90
85730389	02/14/2020	Fastrak Violation Processing D epartment	01-5800		32.00
85730390	02/14/2020	Keaton, Evelyn G	01-5200		36.97
85730391	02/14/2020	CULTURE SHOCK YOGURT	13-4710		180.00
85730392	02/14/2020	DANIELSEN COMPANY	13-4380	19.77	
			13-4710	2,573.47	2,593.24
85730393	02/14/2020	GOLD STAR FOODS, INC	13-4710		10,809.63
85730394	02/14/2020	PROPACIFIC FRESH	13-4380	267.12	
			13-4710	2,511.82	2,778.94
85730395	02/14/2020	UNIFIRST CORPORATION	13-5800		177.56
85730396	02/14/2020	WEST COAST PAPER COMPANY	13-4380		4,544.35
85730397	02/14/2020	Duncan, Jeanie E	01-4300		496.30
85730398	02/14/2020	Martinez, Rhonda L	01-4300		9.64
85730399	02/14/2020	Noonan, Jason R	01-4300		84.00
85730400	02/14/2020	Penders, Reno P	01-4300		95.76

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Checks Dated 02/14/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85730401	02/14/2020	Wyatt Retallack, Amanda J	01-5200		400.60
85730402	02/14/2020	ADORAMA INC	01-4300	125.49	
			Unpaid Tax	8.49-	117.00
85730403	02/14/2020	BEST OFFICE PRODUCTS	01-4300	129.79	
			Unpaid Tax	7.83-	121.96
85730404	02/14/2020	BURKETT'S OFFICE	01-4300		5,734.45
85730405	02/14/2020	CALIFORNIA WEEKLY EXPLORER INC	01-5800		1,325.00
85730406	02/14/2020	CDW GOVERNMENT INC	01-4300		951.08
85730407	02/14/2020	COAST TO COAST COMPUTER PRODUCTS	01-4300		256.25
85730408	02/14/2020	CUSTOM INK.COM	01-4300		773.97
85730409	02/14/2020	DEMCO MEDIA	01-4300		32.14
85730410	02/14/2020	FLORAL RESOURCES SACRAMENTO	01-4300		120.66
85730411	02/14/2020	FRANK CROSSMAN	01-4300		456.00
85730412	02/14/2020	HEINEMANN	01-4200		46.65
85730413	02/14/2020	J.W. PEPPER & SON INC	01-4100		48.94
85730414	02/14/2020	KNOWBUDDY	01-4300	147.63	
			Unpaid Tax	9.98-	137.65
85730415	02/14/2020	LEARNING PLUS ASSOCIATES	01-4300		2,061.41
85730416	02/14/2020	LOOMIS UNION SCHOOL DISTRICT	01-4300		149.70
85730417	02/14/2020	LOWE'S	01-4300		1,933.88
85730418	02/14/2020	POPCORNOPOLIS LLC	01-4300		3,021.00
85730419	02/14/2020	POSTMASTER / FRE	01-4300		275.00
85730420	02/14/2020	PROJECT LEAD THE WAY INC	01-4300		1,576.58
85730421	02/14/2020	RAY MORGAN CO. / CHICO	01-4300		63.28
85730422	02/14/2020	REALLY GOOD STUFF	01-4300		51.79
85730423	02/14/2020	REMIND 101 INC	01-5800		337.50
85730424	02/14/2020	SCHOOL LIFE A DIVISION OF IMAGESTUFF.COM	01-4300		724.63
85730425	02/14/2020	SEW CAL MONOGRAMMING	01-4300		581.85
85730426	02/14/2020	SIERRA HAY & FEED	01-4300		185.27
		Total Number of Checks	**101**		**1,374,915.02**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	82	232,637.45
11	Adult Education Fund	1	22.43
13	Cafeteria Fund	8	21,385.68
21	Building Fund #1	10	1,107,173.86
22	Building Fund #2	1	4,721.90
25	Capital Facilities Fund	2	9,000.00

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Checks Dated 02/14/2020

Check Number	Check Date	Pay to the Order of		FD-OBJT	Expensed Amount	Check Amount
		Total Number of Checks	101		1,374,941.32	
		Less Unpaid Tax Liability			26.30-	
		Net (Check Amount)			**1,374,915.02**	

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Checks Dated 02/07/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85729143	02/07/2020	Justice, William H	01-4300		183.51
85729144	02/07/2020	AIR FILTER SUPPLY INC	01-4300		10,504.60
85729145	02/07/2020	BARE BONES WORKWEAR	01-4300		844.77
85729146	02/07/2020	C.A.S.H COALITION FOR ADEQUATE SCHOOL HOUSING	25-5800		591.00
85729147	02/07/2020	CAPITOL CLUTCH AND BRAKE INC	01-4365		297.15
85729148	02/07/2020	CDW GOVERNMENT INC	01-4300	2,620.30	
			01-4400	585.25	
			01-5800	1,148.00	
			Unpaid Tax	31.31-	4,322.24
85729149	02/07/2020	DAWSON OIL COMPANY	01-4345	5,495.00	
			01-4350	13,265.08	18,760.08
85729150	02/07/2020	EMILY SANTIAGO CENTER FOR COGN DIV	01-5200		2,500.00
85729151	02/07/2020	EMILY TURNBULL	01-5800		11,220.00
85729152	02/07/2020	EXCELCHEM ENVIRONMENTAL LAB	01-5800		221.00
85729153	02/07/2020	FLINT BUILDERS, INC.	21-6200		3,185,185.00
85729154	02/07/2020	GCR TIRES & SERVICE	01-4360		1,195.50
85729155	02/07/2020	HOLT OF CALIFORNIA	01-4365		5,436.67
85729156	02/07/2020	KYOCERA	01-4300	9.72	
			01-5600	18.24	27.96
85729157	02/07/2020	LITERACY RESOURCES INC	01-4100		342.36
85729158	02/07/2020	MAGDALENA STEPIEN	01-5800		3,360.00
85729159	02/07/2020	MEDICAL BILLING TECHNOLOGIES	01-5800		25.65
85729160	02/07/2020	NAVIA BENEFIT SOLUTIONS	01-5800		143.00
85729161	02/07/2020	PACIFIC GAS & ELECTRIC CO	01-5510	74,510.89	
			01-5530	16,312.37	90,823.26
85729162	02/07/2020	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		139.04
85729163	02/07/2020	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		2,684.88
85729164	02/07/2020	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		183.40
85729165	02/07/2020	ROEBBELEN CONTRACTING INC	21-6270		1,403,532.20
85729166	02/07/2020	RSD - REFRIGERATION SUPPLIES	01-4300		3,675.02
85729167	02/07/2020	SACRAMENTO AUTOGLASS	01-5600		258.44
85729168	02/07/2020	SANDRA ANN STEURER	01-5800		2,240.00
85729169	02/07/2020	SLAKEY BROTHERS	01-4300		224.31
85729170	02/07/2020	SWRCB/Storm Water Section	01-5800		1,400.00
85729171	02/07/2020	SWRCB/Storm Water Section	21-5800		2,416.00
85729172	02/07/2020	SWRCB/Storm Water Section	21-5800		568.00
85729173	02/07/2020	SWRCB/Storm Water Section	21-5800		736.00
85729174	02/07/2020	THE PERSONNEL ADVISOR - BLR BUSINESS & LEGAL RESOURCES	01-5800		427.93
85729175	02/07/2020	UNIFIRST CORPORATION	01-5800		1,487.21
85729176	02/07/2020	VIKING SHRED LLC	01-5800		61.99
85729177	02/07/2020	Western Placer USD	01-4300	54.09	

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Checks Dated 02/07/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85729177	02/07/2020	Western Placer USD	13-4300	21.00	75.09
85729178	02/07/2020	WESTERN PSYCHOLOGICAL SERVICES	01-4300		64.89
85729179	02/07/2020	Fury, Lori J	01-5200		59.92
85729180	02/07/2020	AMANDA GANT	01-5800		691.78
85729181	02/07/2020	B.Z. SERVICE STATION	01-4365	151.20	
			01-5600	165.00	316.20
85729182	02/07/2020	DISCOUNT SCHOOL SUPPLY	01-4300		126.73
85729183	02/07/2020	E-CONOLIGHT LLC	01-4300		423.22
85729184	02/07/2020	FAR WEST RENTS & READY MIX	01-5600		171.97
85729185	02/07/2020	GigaKOM	01-4400		337.31
85729186	02/07/2020	GRAINGER	01-4300		750.98
85729187	02/07/2020	HORIZON	01-4300		397.77
85729188	02/07/2020	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		312.50
85729189	02/07/2020	MEDICAB	01-5800		6,291.25
85729190	02/07/2020	MESA ENERGY SYSTEMS, INC dba EMCOR SERVICES MESA ANERGY	01-5800		6,877.93
85729191	02/07/2020	PACIFIC GAS & ELECTRIC CO	01-5510	1,432.39	
			01-5530	3,042.55	4,474.94
85729192	02/07/2020	PEARSON ASSESSMENTS ORDERING DEPARTMENT	01-4300		352.42
85729193	02/07/2020	SAFELITE FULFILLMENT INC	01-4365	198.44	
			01-5600	269.15	467.59
85729194	02/07/2020	SCHOOL FACILITY CONSULTANTS	25-5800		6,500.00
85729195	02/07/2020	SCHOOL NURSE SUPPLY INC.	01-4300		162.94
85729196	02/07/2020	SIERRA OFFICE SUPPLIES &	01-4300		47.73
85729197	02/07/2020	STINEMAN'S FARM SUPPLY	01-4300		30.17
85729198	02/07/2020	TOTAL COMPENSATION SYS INC	01-5800		3,600.00
85729199	02/07/2020	UNIFIRST CORPORATION	01-5800		143.73
85729200	02/07/2020	WILCO SUPPLY	01-4300		841.05
85729201	02/07/2020	CULTURE SHOCK YOGURT	13-4710		360.00
85729202	02/07/2020	DANIELSEN COMPANY	13-4710		1,801.64
85729203	02/07/2020	GOLD STAR FOODS, INC	13-4710		11,478.38
85729204	02/07/2020	ORIENTAL TRADING COMPANY INC	01-4400		583.97
85729205	02/07/2020	PRODUCERS DAIRY FOODS, INC.	13-4710		4,687.51
85729206	02/07/2020	PROPACIFIC FRESH	13-4710		1,588.74
85729207	02/07/2020	UNIFIRST CORPORATION	13-5800		177.56
85729208	02/07/2020	WEST COAST PAPER COMPANY	13-4380		2,195.98
85729209	02/07/2020	Opperman, Amanda M	01-4300		105.35
85729210	02/07/2020	Pfeffer, Claudia M	01-5200		14.69
85729211	02/07/2020	ALL METALS SUPPLY INC	01-4300		786.02
85729212	02/07/2020	AUBURN HARDWOODS	01-4300		210.60
85729213	02/07/2020	BORDERLAN SECURITY	01-4300		16,416.00
85729214	02/07/2020	BRIAN J MOREL	01-5800		150.00
85729215	02/07/2020	BSN SPORTS SPORTS SUPPLY GROUP	01-4300		713.79

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Checks Dated 02/07/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85729216	02/07/2020	CARRIE PEREIRA DBA - STARSTRUCK SHOWCASE	01-5800		3,700.00
85729217	02/07/2020	CHEVRON WEX BANK	01-5800		75.00
85729218	02/07/2020	COAST TO COAST COMPUTER PRODUCTS	01-4300		330.29
85729219	02/07/2020	DEMCO MEDIA	01-4300		130.45
85729220	02/07/2020	EL CAMINO JUMPERS LLC	01-5800		743.49
85729221	02/07/2020	EMPIRE MINE STATE HISTORIC PK	01-5800		80.00
85729222	02/07/2020	ENTERPRISE RENT A CAR	01-5800		437.28
85729223	02/07/2020	FLORA FRESH, INC.	01-4300		1,136.04
85729224	02/07/2020	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		1,696.05
85729225	02/07/2020	GOPHER SPORT	01-4300		75.10
85729226	02/07/2020	INKJET SUPERSTORE.COM	01-4300		53.26
85729227	02/07/2020	KYOCERA	01-4300		4.85
85729228	02/07/2020	LINCOLN HIGH SCHOOL	01-5800		252.00
85729229	02/07/2020	MARLEEN NOBELL DBA: MAR/CAL	01-4300		157.55
85729230	02/07/2020	MCMASTER CARR SUPPLY CO	01-4300		35.49
85729231	02/07/2020	MJB WELDING SUPPLY, INC.	01-4300		72.77
85729232	02/07/2020	MONTY MULLER - DBA MULLER SPORTS	01-5800		240.00
85729233	02/07/2020	OFFICE DEPOT	01-4300		2.34
85729234	02/07/2020	ORIENTAL TRADING COMPANY INC	01-4300		101.01
85729235	02/07/2020	PIZZA GUYS	01-4300		64.78
85729236	02/07/2020	PLACER FARM SUPPLY	01-4300		28.48
85729237	02/07/2020	REI RECREATIONAL EQUIPMENT INC	01-4300		365.83
85729238	02/07/2020	RIEBES AUTO PARTS	01-4300		477.47
85729239	02/07/2020	ROBOTICS ED & COMP FOUND INC	01-5200		125.00
85729240	02/07/2020	SCHOOL SPECIALTY INC	01-4300		784.89
85729241	02/07/2020	STAGES UNLIMITED	01-5800		4,500.00
85729242	02/07/2020	STRATA LEADERSHIP LLC	01-5800		69.99
85729243	02/07/2020	TEACHER CREATED RESOURCES	01-4300		142.61
85729244	02/07/2020	WEST MUSIC	01-4300	383.83	
			Unpaid Tax	25.18-	358.65
		Total Number of Checks	**102**		**4,847,047.18**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	88	225,264.66
13	Cafeteria Fund	8	22,310.81
21	Building Fund #1	5	4,592,437.20
25	Capital Facilities Fund	2	7,091.00

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.

Checks Dated 02/07/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
		Total Number of Checks	102	4,847,103.67	
		Less Unpaid Tax Liability		56.49-	
		Net (Check Amount)		**4,847,047.18**	

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.

Checks Dated 02/05/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85728582	02/05/2020	Lauritzen, Chareen H	01-9550		2,656.11
		Total Number of Checks	1		**2,656.11**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	1	2,656.11
	Total Number of Checks	1	2,656.11
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		**2,656.11**

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.

Checks Dated 01/31/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85727904	01/31/2020	Anderson, Evelyn J	01-4300		15.00
85727905	01/31/2020	Barker, Brooke A	01-5200		12.94
85727906	01/31/2020	Bettini, Maria H	01-5200		15.55
85727907	01/31/2020	Gordon, Kelley D	01-5200		58.65
85727908	01/31/2020	Harp, Robyn M	01-5200		37.95
85727909	01/31/2020	Scontriano, Rachel A	01-4300		22.17
85727910	01/31/2020	Villanueva, Jennifer E	01-5200		956.04
85727911	01/31/2020	Watkins, Susan E	01-4300		49.54
85727912	01/31/2020	A-Z BUS SALES INC	01-4365		170.51
85727913	01/31/2020	ADI HONEYWELL INTERNATIONAL	01-4300		972.87
85727914	01/31/2020	AT&T BUSINESS SERVICE	01-5560		164.38
85727915	01/31/2020	AUBURN TROPHIES	01-4300		91.70
85727916	01/31/2020	BRIGHT START THERAPIES INC	01-5800		2,951.25
85727917	01/31/2020	BUREAU OF EDUCATION & RESEARCH	01-5200		279.00
85727918	01/31/2020	BUS WEST - DIVISION OF VELOCITY VEHICLE GROUP	01-4365		219.11
85727919	01/31/2020	C & S TELECOMMUNICATIONS INC	01-4300	498.71	
			01-5600	280.00	778.71
85727920	01/31/2020	CDW GOVERNMENT INC	01-4300	1,778.55	
			21-4300	1,340.38	
			21-4400	10,656.61	13,775.54
85727921	01/31/2020	CYT SACRAMENTO INC	01-5800		880.00
85727922	01/31/2020	EQUAL OPPORTUNITY SCHOOLS	01-5800		13,500.00
85727923	01/31/2020	HILLYARD / SACRAMENTO	01-4300		6,427.43
85727924	01/31/2020	HOME DEPOT CREDIT SERVICES	01-4300		194.09
85727925	01/31/2020	HUNT & SONS INC	01-4365		180.79
85727926	01/31/2020	INDUSTRIAL PLUMBING SUPPLY	01-4300		3,129.06
85727927	01/31/2020	KINGSLEY BOGARD THOMPSON LLP	01-5810		1,292.17
85727928	01/31/2020	L & H AIRCO	01-5600		243.60
85727929	01/31/2020	LOZANO SMITH LLP	01-5810	1,755.12	
			25-5810	3,098.00	4,853.12
85727930	01/31/2020	MEDICAB	01-5800		2,807.00
85727931	01/31/2020	NANCY ALEXANDER-STORM	01-5800		2,538.34
85727932	01/31/2020	NATIONAL PEN CO, LLC	01-4300		625.16
85727933	01/31/2020	NOR-CAL ROOFING INC	01-5600		765.00
85727934	01/31/2020	PACIFIC GAS & ELECTRIC CO	01-5510	61,435.09	
			01-5530	9,182.01	70,617.10
85727935	01/31/2020	PEARSON ASSESSMENTS ORDERING DEPARTMENT	01-4300		312.93
85727936	01/31/2020	POWER PROTECTION PLUS	01-5600		480.00
85727937	01/31/2020	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		254.33
85727938	01/31/2020	Schools Insurance Group	01-3402		2,018.70
85727939	01/31/2020	SHARP ARCHITECTURE, INC.	21-5800		7,320.00
85727940	01/31/2020	SHERIDAN AUTO PARTS	01-4365		514.50

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.

Checks Dated 01/31/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85727941	01/31/2020	SIERRA OFFICE SUPPLIES &	01-4300		354.89
85727942	01/31/2020	SIG EMPLOYEE BENEFITS TRUST	76-9558		724,509.15
85727943	01/31/2020	SWRCB/Storm Water Section	21-5800		409.00
85727944	01/31/2020	SWRCB/Storm Water Section	21-5800		546.00
85727945	01/31/2020	TAG / AMS INC	01-5800		175.00
85727946	01/31/2020	TEACHERS CURRICULUM INSTITUTE	01-4100		266,222.20
85727947	01/31/2020	TIME FOR KIDS	01-4100	563.09	
			Unpaid Tax	38.06-	525.03
85727948	01/31/2020	UNIFIRST CORPORATION	01-5800		4,517.51
85727949	01/31/2020	US BANK CORP TRUST SERVICE	49-5800		4,730.00
85727950	01/31/2020	WAXIE'S SANITARY SUPPLY	01-4300		2,490.73
85727951	01/31/2020	WELLNESS TOGETHER	01-5800		16,469.21
85727952	01/31/2020	WEST INTERACTIVE SERVICES CORP	01-5800		11,044.50
85727953	01/31/2020	CROWN DISTRIBUTING INC.	13-4380		2,384.69
85727954	01/31/2020	CULTURE SHOCK YOGURT	13-4710		540.00
85727955	01/31/2020	DANIELSEN COMPANY	13-4710		2,283.00
85727956	01/31/2020	GOLD STAR FOODS, INC	13-4710		16,274.93
85727957	01/31/2020	PRODUCERS DAIRY FOODS, INC.	13-4710		2,356.12
85727958	01/31/2020	PROPACIFIC FRESH	13-4380	31.64	
			13-4710	2,328.13	2,359.77
85727959	01/31/2020	UNIFIRST CORPORATION	13-5800		177.56
85727960	01/31/2020	Glen Collier	01-8675		30.00
85727961	01/31/2020	Bessette, Elena T	01-4300		48.44
85727962	01/31/2020	Bombard, Ersula M	01-4300		42.88
85727963	01/31/2020	Escobar, Gina C	01-4300		78.88
85727964	01/31/2020	Walle-Ayala, Alicia	01-4300		87.83
85727965	01/31/2020	Ward, Lisa L	01-4300		41.78
85727966	01/31/2020	Woods, Randall A	01-4300		75.00
85727967	01/31/2020	ALPHA FIRED ARTS	01-4300		329.30
85727968	01/31/2020	CDW GOVERNMENT INC	01-4300	13,515.90	
			01-4400	1,899.72	15,415.62
85727969	01/31/2020	COAST TO COAST COMPUTER PRODUCTS	01-4300		256.26
85727970	01/31/2020	DIRECT PRESS 2	01-4300		316.27
85727971	01/31/2020	J.W. PEPPER & SON INC	01-4300		230.55
85727972	01/31/2020	JOYLABZ LLC	01-4300		784.43
85727973	01/31/2020	KYOCERA	01-5800		25.63
85727974	01/31/2020	LAKESHORE LEARNING MATERIALS	01-4300		107.14
85727975	01/31/2020	LIFETOUCH PUBLISHING INC.	01-4300		107.25
85727976	01/31/2020	LOOMIS UNION SCHOOL DISTRICT	01-4300		166.00
85727977	01/31/2020	MAGICAL MOONSHINE THEATRE	01-5800		585.00
85727978	01/31/2020	MARLEEN NOBELL DBA: MAR/CAL	01-4300		48.30
85727979	01/31/2020	MJB WELDING SUPPLY, INC.	01-4300		321.46
85727980	01/31/2020	OFFICE DEPOT	01-4300		400.07
85727981	01/31/2020	PITSCO	01-4300	440.28	

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.

Checks Dated 01/31/2020

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85727981	01/31/2020	PITSCO	01-4400	1,095.01	1,535.29
85727982	01/31/2020	POSEIDON PRODUCTIONS INC	01-4300	799.88	
			01-5800	1,313.41	2,113.29
85727983	01/31/2020	PROJECT LEAD THE WAY INC	01-5200		595.00
85727984	01/31/2020	PURCHASE POWER	01-4300		2,038.33
85727985	01/31/2020	RENAISSANCE LEARNING INC.	01-5800		98.00
85727986	01/31/2020	SCHOLASTIC BOOK FAIRS - 13	01-4300		296.02
85727987	01/31/2020	SCHOOL SPECIALTY INC	01-4300		118.75
85727988	01/31/2020	STAPLES BUSINESS ADVANTAGE	01-4300	5,083.60	
			13-4300	344.32	5,427.92
85727989	01/31/2020	VIKING SHRED LLC	01-5600	47.99	
			01-5800	47.99	95.98
85727990	01/31/2020	WAVE	01-5800		20.98
85727991	01/31/2020	WEST MUSIC	01-4300	95.11	
			Unpaid Tax	5.66-	89.45
85727992	01/31/2020	WESTERN TOOL SUPPLY	01-4300		716.05
85727993	01/31/2020	Alexis Hernandez Nunez	01-4300		500.00
85727994	01/31/2020	BI JAMAR INC QUALITY SOUND SYSTEMS	01-4300		626.74
85727995	01/31/2020	CITY OF LINCOLN/NON UTILITY	01-5500		15,159.62
85727996	01/31/2020	EQUAL OPPORTUNITY SCHOOLS	01-5800		597.76
85727997	01/31/2020	GRAINGER	01-4300		1,267.29
85727998	01/31/2020	PACIFIC GAS & ELECTRIC CO	01-5530		2,304.11
85727999	01/31/2020	RAINFORTH GRAU ARCHITECTS	21-6210		40,784.17
85728000	01/31/2020	SCHOOL FACILITY CONSULTANTS	25-5800		302.50
85728001	01/31/2020	SHARP ARCHITECTURE, INC.	21-5800		6,640.00
85728002	01/31/2020	UNIFIRST CORPORATION	01-5800		37.74
85728003	01/31/2020	WALLACE-KUHL & ASSOCIATES	21-5800		435.25
85728004	01/31/2020	WHITSNACKS HEALTHY VENDING	01-4300		260.00
		Total Number of Checks	**101**		**1,299,451.85**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	85	472,004.12
13	Cafeteria Fund	8	26,720.39
21	Building Fund #1	7	68,131.41
25	Capital Facilities Fund	2	3,400.50
49	Mello Roos Capital Projects	1	4,730.00
76	Payroll Fund	1	724,509.15
	Total Number of Checks	**101**	1,299,495.57
	Less Unpaid Tax Liability		43.72-
	Net (Check Amount)		**1,299,451.85**

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.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Contract – Strikes Unlimited and Foskett Ranch Elementary School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

PTO / Donations

MEETING DATE:

March 3, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Strikes Unlimited and Foskett Ranch Elementary School for a field trip for 66 students on Friday, June 5th, 2020. The cost of fieldtrip is $924.00 and will be funded with PTO and donations.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Strikes Unlimited and Foskett Ranch Elementary School.

Strikes Unlimited, Inc.
Halftime Bar and Grill
Event / Catering Contract Agreement

Event Name	FOSKETT RANCH ELEMENTARY	**Event Date**	FRIDAY, JUNE 5TH
Contact Person	KRYSTAL RICCI	**Phone #**	916.751.0444
Email Address	KRICCI@WPUSD.ORG		
Billing Address		**City**	**State** CA **Zip**

Approximate Number of Guests: *66* **Start Time:** *10:00AM* **End Time:** *12:00PM* **Food Service Time:** 11:00 ~~*10:30AM*~~

A signed copy of this agreement will guarantee your reservation, without a signed Agreement in place your event is not guaranteed therefore your reservation is considered tentative.

Room / Facility Details		Qty	Start Time	End Time	# Lanes	# Games	Total Cost
Bowling 3-5	$8.00 pp incl. shoes Mon-Fri						
Bowling – Per Game	$5 per game, $3.50 for shoes						
Bowling – Per Hour	See Rate Sheet						
Stadium Room	$75/hr – Half/D $250– Full/D $500						
Skybox	$35/hr – Half/D $125 – Full/D $235						
Halftime	TBD						
Arcade	Cards – Denomination TBD						
Back Alley VIP Lounge	Mon-Thurs before 6pm: $150/hr						
	Mon-Thurs after 6pm: $200/hr						
	Fri-Sat before 6pm: $200/hr						
	Fri-Sat after 6pm $250/hr						
	Sunday (all day) $200/hr						
PARK & REC PACKAGE	2hr bowl, 2 slices pizza, soda bar - $14 per person. NO SHOE RENTAL	66 PEOPLE	10:00AM	2 hours	11	2 hrs	$ 924

PARK & REC PACKAGE DOES NOT INCLUDE SHOE RENTAL.

Facility Use Total: *$ 924*

See attached Diagrams for Table Setup Style

Room Set-up- For Stadium Room and Halftime Only	No. Tables	No. Chairs	√
League Style			
Classroom/Bingo			
Rounds			
Reverse Chevron			
Mess Hall			
U-Shape			
Other:			

Additional Items	√
Projector	
Audio Cables	
Microphone	
DVD	
Special Music	
Other: (DJ, Karaoke, or other outside entertainment)	

Start and End times must be honored. You are reserving an area for specific times. It is your responsibility to ensure that your event starts and finishes within the times agreed upon. ***Customer Initials*** _____

Bowling Machines: We always have mechanics available in the facility however the machines can have unavoidable glitches which may cause a delay on your lane. Should there be mechanical problems, the mechanic on duty will work promptly to remedy situations as they occur.
Customer Initials: _____

ARCADE CARDS: All sales on arcade cards are to be either a set dollar amount or time frame. Any unused arcade cards will not be accepted for credits or refunds. Unused arcade cards can be used at a later date as they do not expire.
Customer Initials: _____

All signage, displays, or private entertainment for your event must be approved by our Management. No pins, tacks, tape, or other fastening device may be used as part of your event. Strikes Unlimited, Inc./Halftime Bar and Grill is not responsible for any equipment or material damaged, lost, or left unattended either prior to, during, or following your event. All of your personal equipment, materials, or effects must be removed by you when your event is finished. You will be responsible for, and you shall reimburse Strikes Unlimited, Inc./Halftime Bar and Grill for any damage, loss, or liability caused on this property by you, or any of your guests.
Customer Initials: _____

Any refunds and or credits will be processed within five (5) business days of the event. **Customer Initials:** _____

You, the Client, agree to indemnify and hold harmless, Strikes Unlimited, Inc./Halftime Bar and Grill and its officers, directors, and employees from any and all losses, claims, damages, and liabilities relating to or arising from your negligence or willful misconduct during the event.

Terms of Payment / Credit Arrangements

1. ~~Initial, non-refundable deposit for the amount of 50% of event $ ___ Dollars to Secure Event Date. Event will not be posted~~ to the calendar without the initial deposit
2. ~~Food and Beverage orders are payable in full seven (7) days prior to event.~~
3. The entire balance will be due, in full, on the day of your event. No Exceptions

All additional costs will be presented to you, *(The Client)*, upon completion of your event and all final payments will be made at that time. If there is an unpaid balance, or collection or litigation is required, you *(The Client),* shall be considered overdue and the unpaid amount will accrue interest at a rate of 1.5% and you *(The Client),* agree to pay all reasonable attorney fees, court costs, collection, and litigation expenses. If your event is cancelled by you *(The Client)* within Fourteen (14) business days of the event, all deposits will be forfeited and Non-Refundable with the exception of the Back Alley, Back Alley deposits are non-refundable regardless of date of cancellation.

In the event of any legal action or proceeding related to this agreement, the prevailing party shall be entitled to recover reasonable attorney fees and cost.

All revisions to this contract must be approved in writing by both the client and Strikes Unlimited, Inc./Halftime Bar and Grill.

This Agreement and all revisions shall be binding on both parties unless cancelled by either party at least Fourteen (14) business days in advance or in the event of unforeseen circumstances in which we are unable to fulfill the terms of the Agreement such as acts of God, or other emergency conditions, at which time all deposits would be refunded.

Audrey Kilpatrick — 2/21/20
(Client) Printed Name — *Date*

Asst Supt of Business Svs and Operations
(Client) Signature

Alyssa Weaver — 1/30/20
(Strikes Unlimited Rep) Printed Name — *Date*

Alyssa Weaver
(Strikes Unlimited Rep) Signature

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

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

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Parent Donations/Co-Curricular

MEETING DATE:

March 3, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Pacific Environmental Education Center and Creekside Oaks Elementary School for an outdoor educational program for the 2019-20 school year. The services include a 4-day stay for 99 students and 9 chaperones at Pacific Environmental Education Center. The cost of these services is $21,195 and will be paid with the parent donations and co-curricular.

RECOMMENDATION:

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

Contract for Services

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

PEEC will provide:

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

School to provide:

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

Fee Schedule

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

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

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

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

Contract for Services (Page 2)

PEEC trip for Spring 2020___

School: ___Creekside Oaks Elementary_____ Telephone: 916-645-6380

School Address: __2030 1st. St, Lincoln, CA 95648_____

Teacher: __Avery_____ Principal: Mark Rodriguez

Approximate number of students: 99 Grade attending:__5th_____

Program Date: ____May 18-22, 2020_____

Fee per student: __$205_____ Fee per chaperone:____$100____ x 9____

Estimated Total Fee: $21,195.00

Deposit status: ___$1000 PAID_____

Estimated 1st payment:__1/2 total_____ Due: __May 7, 2020_____

Estimated final payment: ___Remainder_____ Due: ___On Arrival_____

Students will arrive by: School Bus ___ Charter Bus ___ Private Vehicles ___

Connie L Carlson
School Signature Date 2/20/2020

_____
PEEC Signature Date

Please complete and sign this contract. Return it to the PEEC office by ASAP_. We will review and return your copy promptly.

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Contract with Pacific Environmental Education Center and Lincoln Crossing Elementary School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Parent Donations/Fundraising

MEETING DATE:

March 3, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Pacific Environmental Education Center and Lincoln Crossing Elementary School for an outdoor educational program for the 2019-20 school year. The services include a 4-day stay for 100 students at Pacific Environmental Education Center. The cost of these services is $18,180 and will be paid with the parent donations and fundraising.

RECOMMENDATION:

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

Contract for Services (Page 2)

PEEC trip for Spring 2020__

School: ___Lincoln Crossing Elementary_____ Telephone: 916-434-5292

School Address: ____635 Groveland Ln, Lincoln, CA 95648_____

Teacher: ____Wright_____ Principal: Jennifer Hladun

Approximate number of students: 100 Grade attending:___5th_____

Program Date: __May 26-29, 2020_____

Fee per student: ____$175_____ Fee per chaperone:_____$85 x 9

Estimated Total Fee: 1500 + 1800 = 19,100

Deposit status: __$1000 Paid_____

Estimated 1st payment:____1/2 total_____ Due: ____May 11, 2020_____

Estimated final payment: ___Remainder_____ Due: ___On Arrival_____

Students will arrive by: School Bus X Charter Bus ___ Private Vehicles ___

Connie L Carlson 2/19/20

School Signature Date

_____

PEEC Signature Date

Please complete and sign this contract. Return it to the PEEC office by ASAP_. We will review and return your copy promptly.

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

Contract for Services

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

PEEC will provide:

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

School to provide:

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

Fee Schedule

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

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

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

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

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:

Report of Disclosure Requirements for Quarterly Reports of Investments

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

March 3, 2020

ROLL CALL REQUIRED:

No

BACKGROUND:

Government Code 53646 requires that if a local agency has placed all of its investments in the Local Agency Investment Fund or in a Federal Deposit Insurance Corporation insured accounts in a bank or savings and loan association, in a county investment pool or any combination of these, the chief financial officer needs to provide to the Board of Trustees the most recent statement of statements received by the local agency from these institutions.

The District maintains its entire reserve in the County of Placer investment pool. Therefore, to meet the requirements of Government Code 53646, the County of Placer Treasurer's Investment Reports are submitted to the District's Board of Trustees on a quarterly basis for their review.

RECOMMENDATION:

Accept the report of disclosure requirements for quarterly reports of investments.

Office of
Jenine Windeshausen
Treasurer-Tax Collector
County of Placer

COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of November 30, 2019

2976 Richardson Drive • Auburn, California 95603
Tax Collector / Business Licenses (530) 889-4120 • Treasurer (530) 889-4140 • Bonds (530) 889-4146

PREFACE

Placer County Treasurer's Pooled Investment Report

November 30, 2019

For the purpose of clarity the following glossary of investment terms has been provided.

Book Value is the purchase price of a security plus amortization of any premium or discount. This may be more or less than face value, depending upon whether the security was purchased at a premium or at a discount.

Par Value is the principal amount of a security and the amount of principal that will be paid at maturity.

Market Value is the value at which a security can be sold at the time it is priced or the need to sell arises.

Market values are only relevant if the investment is sold prior to maturity. Profit or loss would be realized only if the specific investment were to be sold.

Government Code 53646 Compliance Report

The following information is a monthly update of funds on deposit in the Placer County Treasury pursuant to California Government code Section 53646. Further details of individual investments are included in the Treasurer's Monthly Investment Report. All investment transactions and decisions have been made with full compliance with California Government Code and Placer County's Statement of Investment Policy.

Individual securities are priced at the end of each month by Wells Fargo Bank.

The Weighted Average Maturity of the investments with the Treasury is 796 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by $694,132,846.18 in cash and investments maturing in the next 180 days.

General Fund
Portfolio Management
Portfolio Summary
November 30, 2019

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Coupons	20,000,000.00	20,144,600.00	19,976,738.98	1.40	1,824	729	1.949	1.976
mPower Placer - Long Term	8,341,289.77	8,478,714.24	8,429,187.11	0.59	7,364	6,286	4.386	4.447
Federal Agency Coupons	575,000,000.00	574,023,500.00	574,949,052.79	40.33	1,634	561	1.681	1.705
Five Star Bank Public Money Market	5,000,000.00	5,000,000.00	5,000,000.00	0.35	1	1	2.160	2.190
Medium Term Notes	60,000,000.00	59,975,200.00	59,826,085.35	4.20	1,475	490	2.364	2.397
Negotiable Certificates of Deposit	250,000,000.00	250,119,700.00	250,000,000.00	17.54	242	137	2.142	2.172
Collateralized CDs	6,000,000.00	6,000,000.00	6,000,000.00	0.42	366	145	2.350	2.383
Commercial Paper Disc. -Amortizing	230,000,000.00	229,315,550.02	229,315,550.02	16.08	101	55	1.811	1.836
Federal Agency Disc. -Amortizing	60,000,000.00	59,503,100.00	59,505,679.16	4.17	232	188	1.718	1.742
Treasury Discounts -Amortizing	60,000,000.00	59,555,200.00	59,531,166.64	4.18	240	172	1.761	1.786
Local Agency Bond	10,942,978.33	11,489,059.29	10,942,978.33	0.77	7,597	6,753	2.789	2.827
Local Agency Bonds	85,433,392.86	94,380,269.12	85,433,392.86	5.99	6,714	5,176	3.333	3.379
Rolling Repurchase Agreements - 2	37,762,251.94	37,762,251.94	37,762,251.94	2.65	1	1	0.180	0.183
mPower Placer	16,367,463.14	16,386,839.60	16,367,463.14	1.15	7,713	6,972	3.702	3.753
mPower - Folsom	2,652,793.58	2,558,407.26	2,652,793.58	0.19	7,692	6,205	1.886	1.913
Investments	**1,427,500,169.62**	**1,434,692,391.47**	**1,425,692,339.90**	**100.00%**	**1,433**	**796**	**1.932**	**1.959**
Cash								
Passbook/Checking (not included in yield calculations)	10,370,594.24	10,370,594.24	10,370,594.24		1	1	0.000	0.000
Total Cash and Investments	**1,437,870,763.86**	**1,445,062,985.71**	**1,436,062,934.14**		**1,433**	**796**	**1.932**	**1.959**

Total Earnings	November 30 Month Ending	Fiscal Year To Date
Current Year	2,302,536.50	12,567,001.04
Average Daily Balance	**1,397,903,118.24**	**1,450,618,330.00**
Effective Rate of Return	**2.00%**	**2.07%**

12/5/19

ERIC WAIDMANN, ASST. TREASURER-TAX COLLECTOR

60

Reporting period 11/01/2019-11/30/2019
Data Updated: FUNDSNAP: 12/05/2019 10:28

Portfolio PLCR
NL! AC
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.3

General Fund
Portfolio Management
Portfolio Details - Investments
November 30, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
U.S. Treasury Coupons											
912828A42	15059	U.S TREASURY N/B		12/04/2015	10,000,000.00	10,030,500.00	10,018,457.73	2.000	1.806	365	11/30/2020
912828M80	17022	U.S TREASURY N/B		12/01/2017	10,000,000.00	10,114,100.00	9,958,281.25	2.000	2.147	1,095	11/30/2022
		Subtotal and Average	**19,976,919.79**		**20,000,000.00**	**20,144,600.00**	**19,976,738.98**		**1.976**	**729**	
mPower Placer - Long Term											
2015NR-A	2015NR-A	mPower Placer		06/16/2015	1,894,017.54	1,957,630.01	1,894,017.54	4.000	3.999	5,754	09/02/2035
2015NR-BLT	2015NR-BLT	mPower Placer		09/02/2016	2,743,017.08	2,839,626.14	2,743,017.08	4.000	4.000	6,120	09/02/2036
2015R-B	2015R-B	mPower Placer		06/16/2015	665,000.00	791,782.92	700,555.99	6.000	5.435	5,754	09/02/2035
72601FAC2	2018B	Public Finance Authority		06/28/2018	3,039,255.15	2,889,675.17	3,091,596.50	5.050	4.894	6,879	10/01/2038
		Subtotal and Average	**8,429,516.68**		**8,341,289.77**	**8,478,714.24**	**8,429,187.11**		**4.447**	**6,286**	
Federal Agency Coupons											
3133EFX36	15105	FEDERAL FARM CREDIT BANK		04/05/2016	10,000,000.00	9,982,600.00	10,000,000.00	1.680	1.680	491	04/05/2021
3133EGKA2	16001	FEDERAL FARM CREDIT BANK		07/06/2016	10,000,000.00	9,968,600.00	10,000,000.00	1.500	1.500	583	07/06/2021
3133EGLH6	16002	FEDERAL FARM CREDIT BANK		07/12/2016	10,000,000.00	9,971,000.00	10,000,000.00	1.420	1.420	408	01/12/2021
3133EGLU7	16004	FEDERAL FARM CREDIT BANK		07/14/2016	10,000,000.00	9,959,500.00	10,000,000.00	1.480	1.480	591	07/14/2021
3133EGXU4	16030	FEDERAL FARM CREDIT BANK		10/06/2016	10,000,000.00	9,971,400.00	10,000,000.00	1.370	1.370	310	10/06/2020
3133EGZP3	16031	FEDERAL FARM CREDIT BANK		10/25/2016	10,000,000.00	9,968,900.00	9,998,100.00	1.580	1.590	694	10/25/2021
3133EGZP3	16032	FEDERAL FARM CREDIT BANK		10/25/2016	10,000,000.00	9,968,900.00	9,998,100.00	1.580	1.590	694	10/25/2021
3133EGU37	16049	FEDERAL FARM CREDIT BANK		12/14/2016	10,000,000.00	10,000,000.00	10,000,000.00	1.830	1.830	379	12/14/2020
3133EGU86	16052	FEDERAL FARM CREDIT BANK		12/19/2016	10,000,000.00	9,999,400.00	10,000,000.00	1.500	1.500	18	12/19/2019
3133EHGZ0	16108	FEDERAL FARM CREDIT BANK		04/27/2017	10,000,000.00	9,997,700.00	10,000,000.00	1.580	1.580	148	04/27/2020
3133EHQM8	17001	FEDERAL FARM CREDIT BANK		07/05/2017	10,000,000.00	10,000,100.00	10,000,000.00	1.950	1.950	674	10/05/2021
3133EHNB5	17028	FEDERAL FARM CREDIT BANK		12/12/2017	10,000,000.00	9,968,700.00	9,966,040.02	1.870	2.100	561	06/14/2021
3130A86G3	15119	FEDERAL HOME LOAN BANK		05/25/2016	10,000,000.00	9,963,700.00	10,000,000.00	1.600	1.600	360	11/25/2020
3130A8LS0	15130	FEDERAL HOME LOAN BANK		06/30/2016	10,000,000.00	9,924,500.00	10,000,000.00	1.500	1.500	577	06/30/2021
3130A8MP5	16003	FEDERAL HOME LOAN BANK		07/13/2016	10,000,000.00	9,958,800.00	10,000,000.00	1.375	1.375	317	10/13/2020
3130A8P80	16005	FEDERAL HOME LOAN BANK		07/19/2016	10,000,000.00	9,977,300.00	10,000,000.00	1.400	1.400	415	01/19/2021
3130A9LS8	16026	FEDERAL HOME LOAN BANK		09/28/2016	10,000,000.00	9,975,200.00	10,000,000.00	1.375	1.375	302	09/28/2020
3130A9LT6	16027	FEDERAL HOME LOAN BANK		09/28/2016	10,000,000.00	9,956,000.00	10,000,000.00	1.550	1.550	667	09/28/2021
3130A9NG2	16029	FEDERAL HOME LOAN BANK		10/06/2016	10,000,000.00	9,947,400.00	9,995,566.67	1.540	1.565	675	10/06/2021
3130A9TV3	16038	FEDERAL HOME LOAN BANK		11/08/2016	10,000,000.00	9,995,100.00	9,996,127.78	1.750	1.521	708	11/08/2021
3130AA2F4	16040	FEDERAL HOME LOAN BANK		11/23/2016	10,000,000.00	9,978,700.00	10,000,000.00	1.700	1.700	723	11/23/2021
3130ABPE0	16113	FEDERAL HOME LOAN BANK		06/29/2017	10,000,000.00	10,002,400.00	10,000,000.00	2.125	2.125	941	06/29/2022
3130ABNV4	17004	FEDERAL HOME LOAN BANK		07/13/2017	10,000,000.00	9,997,200.00	9,997,040.00	1.750	1.800	225	07/13/2020
3130ACUK8	17020	FEDERAL HOME LOAN BANK		11/28/2017	10,000,000.00	10,048,200.00	9,997,016.67	2.000	2.021	544	05/28/2021

General Fund
Portfolio Management
Portfolio Details - Investments
November 30, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Federal Agency Coupons											
3134G9UM7	15133	FED HOME LOAN MORT CORP		06/30/2016	10,000,000.00	9,986,300.00	10,000,000.00	1.625	1.730	577	06/30/2021
3134G9E52	15134	FED HOME LOAN MORT CORP		06/30/2016	10,000,000.00	9,953,200.00	10,000,000.00	1.330	1.330	395	12/30/2020
3134G9K22	16007	FED HOME LOAN MORT CORP		07/27/2016	10,000,000.00	9,993,100.00	10,000,000.00	1.500	1.300	604	07/27/2021
3134G93Q8	16022	FED HOME LOAN MORT CORP		08/25/2016	10,000,000.00	9,969,300.00	10,000,000.00	1.680	1.680	633	08/25/2021
3134G95L7	16023	FED HOME LOAN MORT CORP		08/25/2016	10,000,000.00	9,939,100.00	10,000,000.00	1.600	1.600	633	08/25/2021
3134GABL7	16024	FED HOME LOAN MORT CORP		08/30/2016	10,000,000.00	9,987,500.00	10,000,000.00	1.500	1.500	271	08/28/2020
3134GAGC2	16025	FED HOME LOAN MORT CORP		09/13/2016	10,000,000.00	10,000,000.00	10,000,000.00	2.000	1.600	652	09/13/2021
3134GAQV9	16035	FED HOME LOAN MORT CORP		10/27/2016	10,000,000.00	9,969,200.00	10,000,000.00	1.625	1.490	696	10/27/2021
3134GBHH8	16107	FED HOME LOAN MORT CORP		04/27/2017	10,000,000.00	10,020,500.00	10,000,000.00	2.000	1.900	878	04/27/2022
3134GBXF4	16114	FED HOME LOAN MORT CORP		06/30/2017	10,000,000.00	10,001,300.00	10,000,000.00	2.000	2.000	759	12/29/2021
3134GBWF5	17002	FED HOME LOAN MORT CORP		07/10/2017	10,000,000.00	10,003,100.00	9,992,219.12	2.000	1.957	941	06/29/2022
3134GBXB3	17005	FED HOME LOAN MORT CORP		07/18/2017	10,000,000.00	10,003,300.00	10,000,000.00	1.800	2.377	960	07/18/2022
3134GBYQ9	17007	FED HOME LOAN MORT CORP		07/27/2017	10,000,000.00	9,966,000.00	10,000,000.00	2.000	2.000	513	04/27/2021
3134GBJ29	17009	FED HOME LOAN MORT CORP		09/29/2017	10,000,000.00	10,004,400.00	10,000,000.00	2.000	1.900	1,033	09/29/2022
3134GBM74	17010	FED HOME LOAN MORT CORP		09/29/2017	10,000,000.00	10,002,200.00	10,000,000.00	2.150	2.150	1,033	09/29/2022
3134GB7G1	17035	FED HOME LOAN MORT CORP		12/21/2017	10,000,000.00	10,001,200.00	10,000,000.00	2.250	2.724	1,116	12/21/2022
3134GB5U2	17040	FED HOME LOAN MORT CORP		12/29/2017	10,000,000.00	10,002,100.00	10,000,000.00	2.125	2.125	576	06/29/2021
3134GB6P2	17041	FED HOME LOAN MORT CORP		12/29/2017	10,000,000.00	10,002,800.00	10,000,000.00	2.000	2.000	211	06/29/2020
3136G3CT0	15097	FEDERAL NATIONAL MORT. ASSOC.		03/15/2016	10,000,000.00	10,001,000.00	10,000,000.00	2.000	1.896	470	03/15/2021
3136G3MG7	15114	FEDERAL NATIONAL MORT. ASSOC.		05/20/2016	10,000,000.00	9,993,600.00	9,998,548.33	1.500	1.532	169	05/18/2020
3136G3QU2	15120	FEDERAL NATIONAL MORT. ASSOC.		05/25/2016	10,000,000.00	9,988,500.00	10,000,000.00	1.750	1.750	541	05/25/2021
3136G3RK3	15124	FEDERAL NATIONAL MORT. ASSOC.		06/14/2016	10,000,000.00	9,985,500.00	10,000,000.00	1.800	1.613	561	06/14/2021
3136G3RK3	15126	FEDERAL NATIONAL MORT. ASSOC.		06/29/2016	10,000,000.00	9,985,500.00	10,014,870.59	1.800	1.511	561	06/14/2021
3136G3WK7	15128	FEDERAL NATIONAL MORT. ASSOC.		06/30/2016	10,000,000.00	9,986,000.00	10,000,000.00	1.220	1.220	120	03/30/2020
3136G3WK7	15129	FEDERAL NATIONAL MORT. ASSOC.		06/30/2016	10,000,000.00	9,986,000.00	10,000,000.00	1.220	1.220	120	03/30/2020
3136G3XZ3	16008	FEDERAL NATIONAL MORT. ASSOC.		07/28/2016	10,000,000.00	9,958,100.00	10,000,000.00	1.500	1.500	605	07/28/2021
3136G4CV3	16028	FEDERAL NATIONAL MORT. ASSOC.		09/30/2016	10,000,000.00	9,937,800.00	9,995,423.61	1.400	1.426	669	09/30/2021
3136G4DF7	16034	FEDERAL NATIONAL MORT. ASSOC.		10/26/2016	10,000,000.00	9,966,400.00	10,000,000.00	1.500	1.500	603	07/26/2021
3136G4EV1	16036	FEDERAL NATIONAL MORT. ASSOC.		10/28/2016	10,000,000.00	9,968,400.00	10,000,000.00	1.625	1.625	697	10/28/2021
3136G4JJ3	16060	FEDERAL NATIONAL MORT. ASSOC.		12/28/2016	10,000,000.00	9,993,400.00	10,000,000.00	1.750	1.750	302	09/28/2020
3136G4NE9	16095	FEDERAL NATIONAL MORT. ASSOC.		03/29/2017	10,000,000.00	10,000,300.00	10,000,000.00	1.750	1.750	211	06/29/2020
3136G4PR8	17011	FEDERAL NATIONAL MORT. ASSOC.		10/05/2017	15,000,000.00	15,003,600.00	15,000,000.00	2.160	2.160	1,039	10/05/2022
3136G4PZ0	17015	FEDERAL NATIONAL MORT. ASSOC.		10/26/2017	10,000,000.00	9,983,500.00	10,000,000.00	2.000	2.000	603	07/26/2021
		Subtotal and Average	**641,946,054.70**		**575,000,000.00**	**574,023,500.00**	**574,949,052.79**		**1.705**	**561**	

General Fund
Portfolio Management
Portfolio Details - Investments
November 30, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Five Star Bank Public Money Market											
SYS19055	19055	Five Star Bank		08/23/2019	5,000,000.00	5,000,000.00	5,000,000.00	2.190	2.190	1	
		Subtotal and Average	5,000,000.00		5,000,000.00	5,000,000.00	5,000,000.00		2.190	1	
Medium Term Notes											
037833BS8	17054	Apple Inc.		01/31/2018	10,000,000.00	10,050,800.00	9,966,854.01	2.250	2.532	450	02/23/2021
459200HM6	15005	IBM CORP		07/13/2015	10,000,000.00	9,994,600.00	9,979,721.24	1.625	2.095	166	05/15/2020
478160BS2	17055	Johnson & Johnson		02/02/2018	10,000,000.00	9,991,700.00	9,910,121.73	1.650	2.400	456	03/01/2021
594918AY0	14050	Microsoft Corp		02/23/2015	10,000,000.00	10,000,000.00	10,000,551.65	1.850	1.821	73	02/12/2020
89236TEH4	17050	TOYOTA MOTOR CREDIT		01/23/2018	10,000,000.00	9,933,900.00	9,977,512.36	2.250	2.405	554	06/07/2021
89236TEY7	17074	TOYOTA MOTOR CREDIT		06/01/2018	10,000,000.00	10,004,200.00	9,991,324.36	3.100	3.127	1,242	04/26/2023
		Subtotal and Average	59,819,721.73		60,000,000.00	59,975,200.00	59,826,085.35		2.397	490	
Negotiable Certificates of Deposit											
22535CEF4	18291	Credit Agricole CIB NY		04/16/2019	20,000,000.00	20,022,600.00	20,000,000.00	2.560	2.596	45	01/15/2020
22549LU60	19128	Credit Suisse New York		10/23/2019	10,000,000.00	10,001,900.00	10,000,000.00	1.910	1.937	234	07/22/2020
53947CCK2	19138	Lloyds Bank Corp Mkts NY		10/28/2019	20,000,000.00	20,011,000.00	20,000,000.00	1.990	2.018	239	07/27/2020
60710AFQ0	19131	Mizuho Bank LTD		10/24/2019	10,000,000.00	10,001,700.00	10,000,000.00	1.910	1.936	235	07/23/2020
60710AFQ0	19132	Mizuho Bank LTD		10/24/2019	10,000,000.00	10,001,700.00	10,000,000.00	1.910	1.936	235	07/23/2020
60710AGT3	19165	Mizuho Bank LTD		11/19/2019	10,000,000.00	9,999,300.00	10,000,000.00	1.870	1.896	229	07/17/2020
60710AGS5	19166	Mizuho Bank LTD		11/19/2019	10,000,000.00	9,999,400.00	10,000,000.00	1.870	1.896	201	06/19/2020
78012UNL5	18281	Royal Bank of Canada		04/12/2019	10,000,000.00	10,009,700.00	10,000,000.00	2.590	2.626	37	01/07/2020
78012UNM3	18282	Royal Bank of Canada		04/12/2019	10,000,000.00	10,008,900.00	10,000,000.00	2.590	2.590	33	01/03/2020
78012URA5	19082	Royal Bank of Canada		09/23/2019	10,000,000.00	10,004,100.00	10,000,000.00	2.020	2.048	61	01/31/2020
83369Y4G8	18280	SOCIETEGENERALE NY		04/12/2019	20,000,000.00	20,018,000.00	20,000,000.00	2.600	2.636	43	01/13/2020
83369Y4Q6	18322	SOCIETEGENERALE NY		04/29/2019	20,000,000.00	20,026,000.00	20,000,000.00	2.590	2.626	64	02/03/2020
85325T6N0	19086	Standard Chartered Bank NY		09/24/2019	20,000,000.00	20,007,000.00	20,000,000.00	2.080	2.109	85	02/24/2020
85325T7K5	19139	Standard Chartered Bank NY		10/28/2019	20,000,000.00	20,000,800.00	20,000,000.00	1.950	1.977	240	07/28/2020
89114M6G7	19044	TORONTO DOMINION BANK NY		08/14/2019	10,000,000.00	10,003,400.00	10,000,000.00	2.000	2.028	51	01/21/2020
89114N3A1	19111	TORONTO DOMINION BANK NY		10/10/2019	20,000,000.00	20,001,000.00	20,000,000.00	1.850	1.876	162	05/11/2020
89114N3C7	19114	TORONTO DOMINION BANK NY		10/11/2019	10,000,000.00	10,000,800.00	10,000,000.00	1.860	1.886	158	05/07/2020
78012URG2	19115	Royal Bank of Canada NY		10/11/2019	10,000,000.00	10,002,400.00	10,000,000.00	1.810	1.835	192	06/10/2020
		Subtotal and Average	238,000,000.00		250,000,000.00	250,119,700.00	250,000,000.00		2.172	137	
Collateralized CDs											
SYS18298	18298	River City Bank		04/17/2019	3,000,000.00	3,000,000.00	3,000,000.00	2.200	2.231	138	04/17/2020
SYS18327	18327	River Valley Community Bank		05/01/2019	3,000,000.00	3,000,000.00	3,000,000.00	2.500	2.535	152	05/01/2020

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
		Subtotal and Average	6,000,000.00		6,000,000.00	6,000,000.00	6,000,000.00		2.383	145	
Commercial Paper Disc. -Amortizing											
09659JEV1	19144	BNP PARIBAS FORTIS SA/NY		10/30/2019	20,000,000.00	19,818,000.00	19,818,000.00	1.820	1.895	180	05/29/2020
46640PAA1	18286	JP MORGAN SECURITIES LLC		04/15/2019	10,000,000.00	9,971,888.89	9,971,888.89	2.530	2.650	40	01/10/2020
62479LAM7	19043	MUFG BANK LTD/NY		08/14/2019	10,000,000.00	9,971,100.00	9,971,100.00	2.040	2.087	51	01/21/2020
62479LAH8	19081	MUFG BANK LTD/NY		09/23/2019	10,000,000.00	9,972,975.00	9,972,975.00	2.070	2.113	47	01/17/2020
62479LE43	19159	MUFG BANK LTD/NY		11/14/2019	20,000,000.00	19,839,833.34	19,839,833.34	1.860	1.903	155	05/04/2020
62479LF91	19167	MUFG BANK LTD/NY		11/19/2019	10,000,000.00	9,901,847.23	9,901,847.23	1.850	1.918	191	06/09/2020
63873KZ26	19181	NATEXIS BANQ POPULAIR NY		11/27/2019	120,000,000.00	119,994,900.00	119,994,900.00	1.530	1.552	1	12/02/2019
89233GAH9	18310	Toyota Motor Credit Corp		04/25/2019	20,000,000.00	19,934,200.00	19,934,200.00	2.520	2.639	47	01/17/2020
89233GEJ1	19119	Toyota Motor Credit Corp		10/17/2019	10,000,000.00	9,910,805.56	9,910,805.56	1.900	1.979	169	05/18/2020
		Subtotal and Average	211,835,811.55		230,000,000.00	229,315,550.02	229,315,550.02		1.836	55	
Federal Agency Disc. -Amortizing											
313384B81	19179	Federal Home Loan Bank - Disc		11/27/2019	10,000,000.00	9,887,400.00	9,886,933.34	1.590	1.649	256	08/13/2020
313384XP9	19169	FEDERAL HOME LOAN BANK		11/21/2019	10,000,000.00	9,919,100.00	9,922,225.00	1.530	1.585	183	06/01/2020
313384RU5	18314	Federal Home Loan Bank Discoun		04/26/2019	10,000,000.00	9,981,000.00	9,971,155.56	2.360	2.459	44	01/14/2020
313384YV5	19170	Federal Home Loan Bank Discoun		11/21/2019	10,000,000.00	9,906,400.00	9,907,404.16	1.565	1.622	213	07/01/2020
313384ZC6	19171	Federal Home Loan Bank Discoun		11/21/2019	10,000,000.00	9,903,300.00	9,907,722.22	1.510	1.565	220	07/08/2020
313396YW7	19173	FED HM LN MTG CORP DISC NOTE		11/21/2019	10,000,000.00	9,905,900.00	9,910,238.88	1.510	1.565	214	07/02/2020
		Subtotal and Average	24,493,134.95		60,000,000.00	59,503,100.00	59,505,679.16		1.742	188	
Treasury Discounts -Amortizing											
912796RY7	18290	U.S TREASURY N/B		04/16/2019	10,000,000.00	9,974,100.00	9,961,000.00	2.340	2.441	60	01/30/2020
912796SV2	19096	U.S TREASURY N/B		10/01/2019	10,000,000.00	9,913,600.00	9,903,444.44	1.738	1.805	200	06/18/2020
912796SR1	19097	U.S TREASURY N/B		10/01/2019	10,000,000.00	9,926,000.00	9,916,866.66	1.740	1.806	172	05/21/2020
912796SV2	19149	U.S TREASURY N/B		11/05/2019	10,000,000.00	9,913,600.00	9,917,388.88	1.487	1.541	200	06/18/2020
912796SR1	19150	U.S TREASURY N/B		11/05/2019	10,000,000.00	9,926,000.00	9,929,050.00	1.485	1.538	172	05/21/2020
912796SZ3	19180	U. S. TREASURY BILL		11/27/2019	10,000,000.00	9,901,900.00	9,903,416.66	1.525	1.581	228	07/16/2020
		Subtotal and Average	48,269,551.84		60,000,000.00	59,555,200.00	59,531,166.64		1.786	172	
Local Agency Bond											
SYS16098	16098	Ackerman School District		04/03/2017	6,322,593.59	6,727,581.00	6,322,593.59	2.800	2.800	6,333	04/03/2037
SYS17042	17042	Mid Placer Public School Trans		12/21/2017	337,310.78	358,662.22	337,310.78	2.850	2.850	2,942	12/21/2027
SYS18093	18093	Mid Placer Public School Trans		01/16/2019	932,090.87	1,006,002.88	932,090.87	3.000	3.000	3,334	01/16/2029
16115	16115	Newcastle Elementary SD		06/30/2017	2,868,324.90	2,914,155.00	2,868,324.90	2.800	2.800	10,073	06/30/2047

General Fund
Portfolio Management
Portfolio Details - Investments
November 30, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Local Agency Bond											
SYS19127	19127	Placer Hills Fire Protection		10/21/2019	482,658.19	482,658.19	482,658.19	3.000	3.000	1,786	10/21/2024
		Subtotal and Average	**10,942,978.33**		**10,942,978.33**	**11,489,059.29**	**10,942,978.33**		**2.827**	**6,753**	
Local Agency Bonds											
SYS15022	15022	Middle Fork JPA		04/01/2015	71,028,392.86	76,812,838.63	71,028,392.86	3.471	3.519	5,966	04/01/2036
SYS17034	17034	Pioneer Community Energy		12/14/2017	14,405,000.00	17,567,430.49	14,405,000.00	2.650	2.687	1,278	06/01/2023
		Subtotal and Average	**85,433,392.86**		**85,433,392.86**	**94,380,269.12**	**85,433,392.86**		**3.379**	**5,176**	
Rolling Repurchase Agreements - 2											
SYS000SWEEP3	SWEEP3	WELLS FARGO BANK		03/01/2018	37,762,251.94	37,762,251.94	37,762,251.94	0.180	0.183	1	
		Subtotal and Average	**5,583,031.34**		**37,762,251.94**	**37,762,251.94**	**37,762,251.94**		**0.183**	**1**	
mPower Placer											
2016NR-A	2016NR-A	mPower Placer		08/04/2016	3,668,229.56	3,477,896.87	3,668,229.56	3.000	3.042	6,485	09/02/2037
2017 NR	2017 NR	mPower Placer		07/06/2017	236,554.98	215,477.08	236,554.98	3.000	3.042	6,850	09/02/2038
2017 R	2017 R	mPower Placer		07/06/2017	235,349.73	222,761.81	235,349.73	3.000	3.042	6,850	09/02/2038
2018 NR	2018 NR	mPower Placer		07/26/2018	46,344.27	41,987.95	46,344.27	4.500	4.563	7,215	09/02/2039
2018 R	2018 R	mPower Placer		07/12/2018	311,440.89	337,948.87	311,440.89	4.500	4.563	7,215	09/02/2039
2018 S-NR	18003	Pioneer Community Energy		08/09/2018	409,651.01	442,028.19	409,651.01	4.500	4.563	7,215	09/02/2039
2017 S NR	2017 S-NR	Pioneer Community Energy		09/28/2017	134,562.33	128,331.02	134,562.33	3.000	3.042	6,850	09/02/2038
2017 S-R	2017 S-R	Pioneer Community Energy		07/06/2017	4,089,420.65	3,878,108.02	4,089,420.65	3.000	3.042	6,850	09/02/2038
2018 S-R	2018 S-R	Pioneer Community Energy		07/12/2018	5,068,804.00	5,492,571.22	5,068,804.00	4.500	4.563	7,215	09/02/2039
2019-20 NR	2019-20 NR	Pioneer Community Energy		07/18/2019	544,507.23	544,507.23	544,507.23	4.500	4.563	7,581	09/02/2040
2019-20 R-1	2019-20 R-1	Pioneer Community Energy		07/11/2019	1,278,966.11	1,278,966.11	1,278,966.11	4.500	4.563	7,581	09/02/2040
2016S R-1	2016S R-1	Sierra Valley Energy Authority		01/26/2017	343,632.38	326,255.23	343,632.38	3.000	3.042	6,485	09/02/2037
		Subtotal and Average	**16,287,392.10**		**16,367,463.14**	**16,386,839.60**	**16,367,463.14**		**3.753**	**6,972**	
mPower - Folsom											
2016-IA3 #2	2016-IA3 #2	mPower Folsom		07/14/2016	186,624.33	177,127.39	186,624.33	1.250	1.267	6,485	09/02/2037
2017-IA3 #3	2017-IA3 #3	mPower Folsom		07/27/2017	215,516.51	193,260.34	215,516.51	1.250	1.267	6,850	09/02/2038
MFIA-2 NR	IA2-NR	mPower Folsom		08/06/2015	1,427,282.67	1,403,556.95	1,427,282.67	2.000	2.028	6,120	09/02/2036
MFIA-3	MFIA-3	mPower Folsom		09/01/2015	575,653.01	538,786.46	575,653.01	2.000	2.028	6,120	09/02/2036
MF R-1	MFR-1	mPower Folsom		09/01/2015	247,717.06	245,676.12	247,717.06	2.000	2.028	6,120	09/02/2036
		Subtotal and Average	**2,652,793.58**		**2,652,793.58**	**2,558,407.26**	**2,652,793.58**		**1.913**	**6,205**	

General Fund
Portfolio Management
Portfolio Details - Investments
November 30, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity
		Total and Average	1,397,903,118.24		1,427,500,169.62	1,434,692,391.47	1,425,692,339.90		1.959	796

General Fund
Portfolio Management
Portfolio Details - Cash
November 30, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity
Cash at Bank										
SYS00000	00000	PLACER COUNTY CASH			10,055,718.00	10,055,718.00	10,055,718.00		0.000	1
Undeposited Receipts										
SYS00000VAULT	00000VAULT	PLACER COUNTY CASH			314,876.24	314,876.24	314,876.24		0.000	1
		Average Balance	0.00							1
		Total Cash and Investments	1,397,903,118.24		1,437,870,763.86	1,445,062,985.71	1,436,062,934.14		1.959	796

General Fund
Purchases Report
Sorted by Fund - Fund
November 1, 2019 - November 30, 2019

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
General Fund													
63873KY43	19146	1010	ACP	NATXNY	115,000,000.00	11/01/2019	11/04 - At Maturity	114,985,241.66		1.540	11/04/2019	1.540	0.00
63873KY50	19147	1010	ACP	NATXNY	105,000,000.00	11/04/2019	11/05 - At Maturity	104,995,508.33		1.540	11/05/2019	1.540	0.00
21687BY54	19148	1010	ACP	RABONY	20,000,000.00	11/04/2019	11/05 - At Maturity	19,999,155.56		1.520	11/05/2019	1.520	0.00
63873KY68	19151	1010	ACP	NATXNY	110,000,000.00	11/05/2019	11/06 - At Maturity	109,995,294.44		1.540	11/06/2019	1.540	0.00
912796SV2	19149	1010	ATD	T	10,000,000.00	11/05/2019	06/18 - At Maturity	9,906,649.44		1.487	06/18/2020	1.520	9,917,388.88
912796SR1	19150	1010	ATD	T	10,000,000.00	11/05/2019	05/21 - At Maturity	9,918,325.00		1.485	05/21/2020	1.517	9,929,050.00
63873KY76	19152	1010	ACP	NATXNY	120,000,000.00	11/06/2019	11/07 - At Maturity	119,994,900.00		1.530	11/07/2019	1.530	0.00
63873KY84	19154	1010	ACP	NATXNY	100,000,000.00	11/07/2019	11/08 - At Maturity	99,995,750.00		1.530	11/08/2019	1.530	0.00
21687BYE5	19153	1010	ACP	RABONY	20,000,000.00	11/07/2019	11/14 - At Maturity	19,994,050.00		1.530	11/14/2019	1.530	0.00
63873KYC5	19155	1010	ACP	NATXNY	100,000,000.00	11/08/2019	11/12 - At Maturity	99,983,000.00		1.530	11/12/2019	1.530	0.00
63873KYD3	19156	1010	ACP	NATXNY	100,000,000.00	11/12/2019	11/13 - At Maturity	99,995,750.00		1.530	11/13/2019	1.530	0.00
63873KYE1	19157	1010	ACP	NATXNY	100,000,000.00	11/13/2019	11/14 - At Maturity	99,995,750.00		1.530	11/14/2019	1.530	0.00
62479LE43	19159	1010	ACP	MUFGBK	20,000,000.00	11/14/2019	05/04 - At Maturity	19,822,266.67		1.860	05/04/2020	1.877	19,839,833.34
63873KYF8	19158	1010	ACP	NATXNY	95,000,000.00	11/14/2019	11/15 - At Maturity	94,995,962.50		1.530	11/15/2019	1.530	0.00
63873KYJ0	19160	1010	ACP	NATXNY	100,000,000.00	11/15/2019	11/18 - At Maturity	99,987,250.00		1.530	11/18/2019	1.530	0.00
21687BYJ4	19161	1010	ACP	RABONY	20,000,000.00	11/15/2019	11/18 - At Maturity	19,997,466.67		1.520	11/18/2019	1.520	0.00
63873KYK7	19162	1010	ACP	NATXNY	100,000,000.00	11/18/2019	11/19 - At Maturity	99,995,750.00		1.530	11/19/2019	1.530	0.00
21687BYK1	19163	1010	ACP	RABONY	23,000,000.00	11/18/2019	11/19 - At Maturity	22,999,028.89		1.520	11/19/2019	1.520	0.00
60710AGT3	19165	1010	NCB	MIZBNK	10,000,000.00	11/19/2019	07/17 - At Maturity	10,000,000.00		1.870	07/17/2020	1.870	10,000,000.00
60710AGS5	19166	1010	NCB	MIZBNK	10,000,000.00	11/19/2019	06/19 - At Maturity	10,000,000.00		1.870	06/19/2020	1.870	10,000,000.00
62479LF91	19167	1010	ACP	MUFGBK	10,000,000.00	11/19/2019	06/09 - At Maturity	9,895,680.56		1.850	06/09/2020	1.891	9,901,847.23
63873KYL5	19164	1010	ACP	NATXNY	95,000,000.00	11/19/2019	11/20 - At Maturity	94,995,962.50		1.530	11/20/2019	1.530	0.00
63873KYM3	19168	1010	ACP	NATXNY	110,000,000.00	11/20/2019	11/21 - At Maturity	109,995,263.88		1.550	11/21/2019	1.550	0.00
313384XP9	19169	1010	AFD	FHLB	10,000,000.00	11/21/2019	06/01 - At Maturity	9,917,975.00		1.530	06/01/2020	1.563	9,922,225.00
313384YV5	19170	1010	AFD	FHLBDN	10,000,000.00	11/21/2019	07/01 - At Maturity	9,903,056.94		1.565	07/01/2020	1.600	9,907,404.16
313384ZC6	19171	1010	AFD	FHLBDN	10,000,000.00	11/21/2019	07/08 - At Maturity	9,903,527.78		1.510	07/08/2020	1.543	9,907,722.22
313396YW7	19173	1010	AFD	FMCDN	10,000,000.00	11/21/2019	07/02 - At Maturity	9,906,044.44		1.510	07/02/2020	1.543	9,910,238.88
63873KYN1	19172	1010	ACP	NATXNY	95,000,000.00	11/21/2019	11/22 - At Maturity	94,995,962.50		1.530	11/22/2019	1.530	0.00
63873KYR2	19174	1010	ACP	NATXNY	97,000,000.00	11/22/2019	11/25 - At Maturity	96,987,632.50		1.530	11/25/2019	1.530	0.00
63873KYS0	19175	1010	ACP	NATXNY	100,000,000.00	11/25/2019	11/26 - At Maturity	99,995,750.00		1.530	11/26/2019	1.530	0.00
21687BYT2	19176	1010	ACP	RABONY	50,000,000.00	11/25/2019	11/27 - At Maturity	49,995,777.78		1.520	11/27/2019	1.520	0.00
63873KYT8	19178	1010	ACP	NATXNY	100,000,000.00	11/26/2019	11/27 - At Maturity	99,995,750.00		1.530	11/27/2019	1.530	0.00

General Fund
Purchases Report
November 1, 2019 - November 30, 2019

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
General Fund													
21687BYT2	19177	1010	ACP	RABONY	25,000,000.00	11/26/2019	11/27 - At Maturity	24,998,951.39		1.510	11/27/2019	1.510	0.00
313384B81	19179	1010	AFD	FHDN	10,000,000.00	11/27/2019	08/13 - At Maturity	9,885,166.67		1.590	08/13/2020	1.627	9,886,933.34
63873KZ26	19181	1010	ACP	NATXNY	120,000,000.00	11/27/2019	12/02 - At Maturity	119,974,500.00		1.530	12/02/2019	1.530	119,994,900.00
912796SZ3	19180	1010	ATD	USTB	10,000,000.00	11/27/2019	07/16 - At Maturity	9,901,722.22		1.525	07/16/2020	1.559	9,903,416.66
				Subtotal	2,150,000,000.00			2,148,805,823.32	0.00				249,020,959.71
				Total Purchases	2,150,000,000.00			2,148,805,823.32	0.00				249,020,959.71

General Fund
Summary by Issuer
November 30, 2019

Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
Apple Inc.	1	10,000,000.00	9,917,360.00	0.69	2.532	450
Ackerman School District	1	6,322,593.59	6,322,593.59	0.44	2.800	6,333
BNP PARIBAS FORTIS SA/NY	1	20,000,000.00	19,785,644.44	1.38	1.895	180
Credit Agricole CIB NY	1	20,000,000.00	20,000,000.00	1.39	2.596	45
Credit Suisse New York	1	10,000,000.00	10,000,000.00	0.70	1.937	234
FEDERAL FARM CREDIT BANK	12	120,000,000.00	119,912,500.00	8.36	1.633	463
Federal Home Loan Bank - Disc	1	10,000,000.00	9,885,166.67	0.69	1.649	256
FEDERAL HOME LOAN BANK	13	130,000,000.00	129,874,575.00	9.05	1.624	511
Federal Home Loan Bank Discoun	3	30,000,000.00	29,634,173.61	2.07	1.883	159
FED HOME LOAN MORT CORP	18	180,000,000.00	179,985,000.00	12.55	1.853	693
FED HM LN MTG CORP DISC NOTE	1	10,000,000.00	9,906,044.44	0.69	1.565	214
FEDERAL NATIONAL MORT. ASSOC.	15	155,000,000.00	155,023,000.00	10.81	1.647	503
Five Star Bank	1	5,000,000.00	5,000,000.00	0.35	2.190	1
IBM CORP	1	10,000,000.00	9,784,600.00	0.68	2.095	166
Johnson & Johnson	1	10,000,000.00	9,778,500.00	0.68	2.400	456
JP MORGAN SECURITIES LLC	1	10,000,000.00	9,810,250.00	0.68	2.650	40
Lloyds Bank Corp Mkts NY	1	20,000,000.00	20,000,000.00	1.39	2.018	239
Middle Fork JPA	1	71,028,392.86	71,028,392.86	4.95	3.519	5,966
Mid Placer Public School Trans	2	1,269,401.65	1,269,401.65	0.09	2.960	3,230
Mizuho Bank LTD	4	40,000,000.00	40,000,000.00	2.79	1.916	225
mPower Folsom	5	2,652,793.58	2,652,793.58	0.18	1.913	6,205
mPower Placer	8	9,799,954.05	9,845,573.05	0.69	3.719	6,234
Microsoft Corp	1	10,000,000.00	10,013,900.00	0.70	1.821	73

Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
MUFG BANK LTD/NY	4	50,000,000.00	49,560,580.56	3.45	1.985	120
NATEXIS BANQ POPULAIR NY	1	120,000,000.00	119,974,500.00	8.36	1.552	1
Newcastle Elementary SD	1	2,868,324.90	2,868,324.90	0.20	2.800	10,073
Placer Hills Fire Protection	1	482,658.19	482,658.19	0.03	3.000	1,786
Public Finance Authority	1	3,039,255.15	3,100,040.25	0.22	4.894	6,879
Pioneer Community Energy	7	25,930,911.33	25,930,911.33	1.81	3.273	3,883
PLACER COUNTY CASH	2	10,370,594.24	10,370,594.24	0.72	0.000	1
River City Bank	1	3,000,000.00	3,000,000.00	0.21	2.231	138
River Valley Community Bank	1	3,000,000.00	3,000,000.00	0.21	2.535	152
Royal Bank of Canada	3	30,000,000.00	30,000,000.00	2.09	2.421	44
SOCIETEGENERALE NY	2	40,000,000.00	40,000,000.00	2.79	2.631	54
Standard Chartered Bank NY	2	40,000,000.00	40,000,000.00	2.79	2.043	163
Sierra Valley Energy Authority	1	343,632.38	343,632.38	0.02	3.042	6,485
U.S TREASURY N/B	7	70,000,000.00	69,421,159.02	4.84	1.869	324
TORONTO DOMINION BANK NY	3	40,000,000.00	40,000,000.00	2.79	1.916	133
Toyota Motor Credit Corp	2	30,000,000.00	29,513,255.56	2.06	2.420	88
TOYOTA MOTOR CREDIT	2	20,000,000.00	19,937,500.00	1.39	2.766	898
U. S. TREASURY BILL	1	10,000,000.00	9,901,722.22	0.69	1.581	228
WELLS FARGO BANK	1	37,762,251.94	37,762,251.94	2.63	0.183	1
Royal Bank of Canada NY	1	10,000,000.00	10,000,000.00	0.70	1.835	192
Total and Average	138	1,437,870,763.86	1,434,596,599.48	100.00	1.945	791

Office of
Jenine Windeshausen
Treasurer-Tax Collector
County of Placer

COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of December 31, 2019

2976 Richardson Drive • Auburn, California 95603
Tax Collector / Business Licenses (530) 889-4120 • Treasurer (530) 889-4140 • Bonds (530) 889-4146

PREFACE

Placer County Treasurer's Pooled Investment Report

December 31, 2019

For the purpose of clarity the following glossary of investment terms has been provided.

Book Value is the purchase price of a security plus amortization of any premium or discount. This may be more or less than face value, depending upon whether the security was purchased at a premium or at a discount.

Par Value is the principal amount of a security and the amount of principal that will be paid at maturity.

Market Value is the value at which a security can be sold at the time it is priced or the need to sell arises.

Market values are only relevant if the investment is sold prior to maturity. Profit or loss would be realized only if the specific investment were to be sold.

Government Code 53646 Compliance Report

The following information is a monthly update of funds on deposit in the Placer County Treasury pursuant to California Government code Section 53646. Further details of individual investments are included in the Treasurer's Monthly Investment Report. All investment transactions and decisions have been made with full compliance with California Government Code and Placer County's Statement of Investment Policy.

Individual securities are priced at the end of each month by Wells Fargo Bank.

The Weighted Average Maturity of the investments with the Treasury is 634 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by $752,620,464.49 in cash and investments maturing in the next 180 days.

General Fund
Portfolio Management
Portfolio Summary
December 31, 2019

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Coupons	90,000,000.00	90,458,112.87	90,222,746.16	5.27	785	521	1.723	1.747
mPower Placer - Long Term	8,341,289.77	8,478,714.24	8,428,505.23	0.49	7,364	6,255	4.386	4.447
Federal Agency Coupons	435,000,000.00	434,326,900.00	434,945,374.48	25.39	1,641	502	1.614	1.636
Collaterlized Inactive Bank Deposit	5,000,000.00	5,000,000.00	5,000,000.00	0.29	1	1	2.160	2.190
Medium Term Notes	60,000,000.00	59,882,700.00	59,839,251.46	3.49	1,475	459	2.364	2.397
Negotiable Certificates of Deposit	355,000,000.00	355,038,500.00	355,000,000.00	20.72	199	99	2.068	2.096
Collateralized CDs	6,000,000.00	6,000,000.00	6,000,000.00	0.35	366	114	2.350	2.383
Commercial Paper Disc. -Amortizing	225,000,000.00	224,037,550.00	223,984,729.18	13.07	155	88	1.916	1.942
Federal Agency Disc. -Amortizing	313,000,000.00	311,909,800.00	311,926,490.25	18.21	102	81	1.312	1.330
Treasury Discounts -Amortizing	100,000,000.00	99,352,300.00	99,330,613.89	5.80	221	153	1.666	1.689
Local Agency Bond	10,891,223.62	11,435,641.20	10,891,223.62	0.64	7,593	6,718	2.789	2.827
Local Agency Bonds	85,433,392.86	94,380,269.12	85,433,392.86	4.99	6,714	5,145	3.333	3.379
Rolling Repurchase Agreements - 2	2,923,663.19	2,923,663.19	2,923,663.19	0.17	1	1	0.180	0.183
mPower Placer	16,692,096.14	16,711,472.60	16,692,096.14	0.97	7,713	6,953	3.717	3.769
mPower - Folsom	2,652,793.58	2,558,407.26	2,652,793.58	0.15	7,692	6,174	1.886	1.913
Investments	**1,715,934,459.16**	**1,722,494,030.48**	**1,713,270,880.04**	**100.00%**	**1,110**	**634**	**1.857**	**1.882**
Cash								
Passbook/Checking (not included in yield calculations)	13,696,801.30	13,696,801.30	13,696,801.30		1	1	0.000	0.000
Total Cash and Investments	**1,729,631,260.46**	**1,736,190,831.78**	**1,726,967,681.34**		**1,110**	**634**	**1.857**	**1.882**

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	2,665,523.93	15,224,652.29
Average Daily Balance	**1,649,899,305.14**	**1,484,192,842.11**
Effective Rate of Return	**1.90%**	**2.03%**

E. J. Waidmann 1/13/19

ERIC WAIDMANN, ASST. TREASURER-TAX COLLECTOR

Reporting period 12/01/2019-12/31/2019
Data Updated: FUNDSNAP: 01/06/2020 11:24
Run Date: 01/06/2020 - 11:24

General Fund
Portfolio Management
Portfolio Details - Investments
December 31, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
U.S. Treasury Coupons											
912828A42	15059	U.S TREASURY N/B		12/04/2015	10,000,000.00	10,032,400.00	10,016,890.09	2.000	1.806	334	11/30/2020
912828M80	17022	U.S TREASURY N/B		12/01/2017	10,000,000.00	10,112,900.00	9,959,462.33	2.000	2.147	1,064	11/30/2022
9128285X4	19212	U.S TREASURY N/B		12/12/2019	10,000,000.00	10,182,832.61	10,180,647.25	2.500	1.659	396	01/31/2021
912828B58	19213	U.S TREASURY N/B		12/12/2019	10,000,000.00	10,129,677.72	10,127,948.63	2.125	1.650	396	01/31/2021
9128283Q1	19207	U. S. TREASURY COUPON		12/10/2019	10,000,000.00	10,117,534.78	10,117,728.78	2.000	1.635	380	01/15/2021
912828S27	19216	U. S. TREASURY COUPON		12/13/2019	10,000,000.00	9,930,100.00	9,913,932.52	1.125	1.710	546	06/30/2021
9128287A2	19217	U. S. TREASURY COUPON		12/13/2019	10,000,000.00	10,003,900.00	9,987,542.87	1.625	1.709	546	06/30/2021
912828R77	19218	U. S. TREASURY COUPON		12/13/2019	10,000,000.00	9,974,383.88	9,958,920.09	1.375	1.706	516	05/31/2021
912828R77	19219	U. S. TREASURY COUPON		12/13/2019	10,000,000.00	9,974,383.88	9,959,673.60	1.375	1.700	516	05/31/2021
		Subtotal and Average	**64,737,991.21**		**90,000,000.00**	**90,458,112.87**	**90,222,746.16**		**1.747**	**521**	
mPower Placer - Long Term											
2015NR-A	2015NR-A	mPower Placer		06/16/2015	1,894,017.54	1,957,630.01	1,894,017.54	4.000	3.999	5,723	09/02/2035
2015NR-BLT	2015NR-BLT	mPower Placer		09/02/2016	2,743,017.08	2,839,626.14	2,743,017.08	4.000	4.000	6,089	09/02/2036
2015R-B	2015R-B	mPower Placer		06/16/2015	665,000.00	791,782.92	700,367.89	6.000	5.435	5,723	09/02/2035
72601FAC2	2018B	Public Finance Authority		06/28/2018	3,039,255.15	2,889,675.17	3,091,102.72	5.050	4.894	6,848	10/01/2038
		Subtotal and Average	**8,428,824.17**		**8,341,289.77**	**8,478,714.24**	**8,428,505.23**		**4.447**	**6,255**	
Federal Agency Coupons											
3133EFX36	15105	FEDERAL FARM CREDIT BANK		04/05/2016	10,000,000.00	9,985,700.00	10,000,000.00	1.680	1.680	460	04/05/2021
3133EGKA2	16001	FEDERAL FARM CREDIT BANK		07/06/2016	10,000,000.00	9,982,600.00	10,000,000.00	1.500	1.500	552	07/06/2021
3133EGLH6	16002	FEDERAL FARM CREDIT BANK		07/12/2016	10,000,000.00	9,977,500.00	10,000,000.00	1.420	1.420	377	01/12/2021
3133EGLU7	16004	FEDERAL FARM CREDIT BANK		07/14/2016	10,000,000.00	9,971,500.00	10,000,000.00	1.480	1.480	560	07/14/2021
3133EGXU4	16030	FEDERAL FARM CREDIT BANK		10/06/2016	10,000,000.00	9,982,000.00	10,000,000.00	1.370	1.370	279	10/06/2020
3133EGZP3	16031	FEDERAL FARM CREDIT BANK		10/25/2016	10,000,000.00	9,978,100.00	9,998,183.33	1.580	1.590	663	10/25/2021
3133EGZP3	16032	FEDERAL FARM CREDIT BANK		10/25/2016	10,000,000.00	9,978,100.00	9,998,183.33	1.580	1.590	663	10/25/2021
3133EGU37	16049	FEDERAL FARM CREDIT BANK		12/14/2016	10,000,000.00	10,000,100.00	10,000,000.00	1.830	1.830	348	12/14/2020
3133EHGZ0	16108	FEDERAL FARM CREDIT BANK		04/27/2017	10,000,000.00	10,000,000.00	10,000,000.00	1.580	1.580	117	04/27/2020
3133EHQM8	17001	FEDERAL FARM CREDIT BANK		07/05/2017	10,000,000.00	10,000,200.00	10,000,000.00	1.950	1.950	643	10/05/2021
3133EHNB5	17028	FEDERAL FARM CREDIT BANK		12/12/2017	10,000,000.00	9,976,700.00	9,967,882.33	1.870	2.100	530	06/14/2021
3130A86G3	15119	FEDERAL HOME LOAN BANK		05/25/2016	10,000,000.00	9,976,000.00	10,000,000.00	1.600	1.600	329	11/25/2020
3130A8LS0	15130	FEDERAL HOME LOAN BANK		06/30/2016	10,000,000.00	9,934,800.00	10,000,000.00	1.500	1.500	546	06/30/2021
3130A8MP5	16003	FEDERAL HOME LOAN BANK		07/13/2016	10,000,000.00	9,978,700.00	10,000,000.00	1.375	1.375	286	10/13/2020
3130A8P80	16005	FEDERAL HOME LOAN BANK		07/19/2016	10,000,000.00	9,977,800.00	10,000,000.00	1.400	1.400	384	01/19/2021
3130A9LS8	16026	FEDERAL HOME LOAN BANK		09/28/2016	10,000,000.00	9,985,500.00	10,000,000.00	1.375	1.375	271	09/28/2020
3130A9LT6	16027	FEDERAL HOME LOAN BANK		09/28/2016	10,000,000.00	9,965,600.00	10,000,000.00	1.550	1.550	636	09/28/2021

General Fund
Portfolio Management
Portfolio Details - Investments
December 31, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Federal Agency Coupons											
3130A9NG2	16029	FEDERAL HOME LOAN BANK		10/06/2016	10,000,000.00	9,957,400.00	9,995,766.67	1.540	1.565	644	10/06/2021
3130A9TV3	16038	FEDERAL HOME LOAN BANK		11/08/2016	10,000,000.00	9,999,300.00	9,996,294.44	1.750	1.521	677	11/08/2021
3130AA2F4	16040	FEDERAL HOME LOAN BANK		11/23/2016	10,000,000.00	9,987,900.00	10,000,000.00	1.700	1.700	692	11/23/2021
3130ABNV4	17004	FEDERAL HOME LOAN BANK		07/13/2017	10,000,000.00	10,000,200.00	9,997,440.00	1.750	1.800	194	07/13/2020
3130ACUK8	17020	FEDERAL HOME LOAN BANK		11/28/2017	10,000,000.00	10,051,500.00	9,997,183.33	2.000	2.021	513	05/28/2021
3134G9UM7	15133	FED HOME LOAN MORT CORP		06/30/2016	10,000,000.00	9,991,100.00	10,000,000.00	1.750	1.730	546	06/30/2021
3134G9E52	15134	FED HOME LOAN MORT CORP		06/30/2016	10,000,000.00	9,969,500.00	10,000,000.00	1.330	1.330	364	12/30/2020
3134G9K22	16007	FED HOME LOAN MORT CORP		07/27/2016	10,000,000.00	9,997,100.00	10,000,000.00	1.500	1.300	573	07/27/2021
3134G93Q8	16022	FED HOME LOAN MORT CORP		08/25/2016	10,000,000.00	9,977,900.00	10,000,000.00	1.680	1.680	602	08/25/2021
3134G95L7	16023	FED HOME LOAN MORT CORP		08/25/2016	10,000,000.00	9,946,200.00	10,000,000.00	1.600	1.600	602	08/25/2021
3134GABL7	16024	FED HOME LOAN MORT CORP		08/30/2016	10,000,000.00	9,995,800.00	10,000,000.00	1.500	1.500	240	08/28/2020
3134GAQV9	16035	FED HOME LOAN MORT CORP		10/27/2016	10,000,000.00	9,975,500.00	10,000,000.00	1.625	1.490	665	10/27/2021
3134GBHH8	16107	FED HOME LOAN MORT CORP		04/27/2017	10,000,000.00	10,016,500.00	10,000,000.00	2.000	1.900	847	04/27/2022
3134GBXB3	17005	FED HOME LOAN MORT CORP		07/18/2017	10,000,000.00	10,001,200.00	10,000,000.00	1.800	2.377	929	07/18/2022
3134GBYQ9	17007	FED HOME LOAN MORT CORP		07/27/2017	10,000,000.00	9,973,700.00	10,000,000.00	2.000	2.000	482	04/27/2021
3136G3MG7	15114	FEDERAL NATIONAL MORT. ASSOC.		05/20/2016	10,000,000.00	9,997,800.00	9,998,809.11	1.500	1.532	138	05/18/2020
3136G3QU2	15120	FEDERAL NATIONAL MORT. ASSOC.		05/25/2016	10,000,000.00	9,995,200.00	10,000,000.00	1.750	1.750	510	05/25/2021
3136G3WK7	15128	FEDERAL NATIONAL MORT. ASSOC.		06/30/2016	10,000,000.00	9,991,000.00	10,000,000.00	1.220	1.220	89	03/30/2020
3136G3WK7	15129	FEDERAL NATIONAL MORT. ASSOC.		06/30/2016	10,000,000.00	9,991,000.00	10,000,000.00	1.220	1.220	89	03/30/2020
3136G3XZ3	16008	FEDERAL NATIONAL MORT. ASSOC.		07/28/2016	10,000,000.00	9,967,000.00	10,000,000.00	1.500	1.500	574	07/28/2021
3136G4CV3	16028	FEDERAL NATIONAL MORT. ASSOC.		09/30/2016	10,000,000.00	9,948,100.00	9,995,631.94	1.400	1.426	638	09/30/2021
3136G4DF7	16034	FEDERAL NATIONAL MORT. ASSOC.		10/26/2016	10,000,000.00	9,974,900.00	10,000,000.00	1.500	1.500	572	07/26/2021
3136G4EV1	16036	FEDERAL NATIONAL MORT. ASSOC.		10/28/2016	10,000,000.00	9,977,700.00	10,000,000.00	1.625	1.625	666	10/28/2021
3136G4JJ3	16060	FEDERAL NATIONAL MORT. ASSOC.		12/28/2016	10,000,000.00	10,000,900.00	10,000,000.00	1.750	1.750	271	09/28/2020
3136G4PR8	17011	FEDERAL NATIONAL MORT. ASSOC.		10/05/2017	15,000,000.00	15,000,300.00	15,000,000.00	2.160	2.160	1,008	10/05/2022
3136G4PZ0	17015	FEDERAL NATIONAL MORT. ASSOC.		10/26/2017	10,000,000.00	9,991,300.00	10,000,000.00	2.000	2.000	572	07/26/2021
		Subtotal and Average	**536,233,340.22**		**435,000,000.00**	**434,326,900.00**	**434,945,374.48**		**1.636**	**502**	
Collaterlized Inactive Bank Deposit											
SYS19055	19055	Five Star Bank - PIMMA		08/23/2019	5,000,000.00	5,000,000.00	5,000,000.00	2.190	2.190	1	
		Subtotal and Average	**5,000,000.00**		**5,000,000.00**	**5,000,000.00**	**5,000,000.00**		**2.190**	**1**	
Medium Term Notes											
037833BS8	17054	Apple Inc.		01/31/2018	10,000,000.00	10,059,500.00	9,969,103.74	2.250	2.532	419	02/23/2021
459200HM6	15005	IBM CORP		07/13/2015	10,000,000.00	9,996,800.00	9,983,430.77	1.625	2.095	135	05/15/2020
[illegible]160BS2	17055	Johnson & Johnson		02/02/2018	10,000,000.00	9,996,100.00	9,916,113.62	1.650	2.400	425	03/01/2021

General Fund
Portfolio Management
Portfolio Details - Investments
December 31, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Medium Term Notes											
594918AY0	14050	Microsoft Corp		02/23/2015	10,000,000.00	10,000,100.00	10,000,318.56	1.850	1.821	42	02/12/2020
89236TEH4	17050	TOYOTA MOTOR CREDIT		01/23/2018	10,000,000.00	9,943,600.00	9,978,747.94	2.250	2.405	523	06/07/2021
89236TEY7	17074	TOYOTA MOTOR CREDIT		06/01/2018	10,000,000.00	9,886,600.00	9,991,536.83	3.100	3.127	1,211	04/26/2023
		Subtotal and Average	**59,833,093.11**		**60,000,000.00**	**59,882,700.00**	**59,839,251.46**		**2.397**	**459**	
Negotiable Certificates of Deposit											
06367BDN6	19223	Bank of Montreal Chicago		12/16/2019	10,000,000.00	10,000,700.00	10,000,000.00	1.950	1.950	48	02/18/2020
06367BDM8	19226	Bank of Montreal Chicago		12/16/2019	20,000,000.00	20,002,200.00	20,000,000.00	1.980	1.980	15	01/16/2020
22535CEF4	18291	Credit Agricole CIB NY		04/16/2019	20,000,000.00	20,006,600.00	20,000,000.00	2.560	2.596	14	01/15/2020
22549LU60	19128	Credit Suisse New York		10/23/2019	10,000,000.00	9,997,600.00	10,000,000.00	1.910	1.937	203	07/22/2020
53947CCK2	19138	Lloyds Bank Corp Mkts NY		10/28/2019	20,000,000.00	20,009,200.00	20,000,000.00	1.990	2.018	208	07/27/2020
60710AFQ0	19131	Mizuho Bank LTD		10/24/2019	10,000,000.00	10,001,300.00	10,000,000.00	1.910	1.936	204	07/23/2020
60710AFQ0	19132	Mizuho Bank LTD		10/24/2019	10,000,000.00	10,001,300.00	10,000,000.00	1.910	1.936	204	07/23/2020
60710AGT3	19165	Mizuho Bank LTD		11/19/2019	10,000,000.00	9,999,200.00	10,000,000.00	1.870	1.896	198	07/17/2020
60710AGS5	19166	Mizuho Bank LTD		11/19/2019	10,000,000.00	9,999,500.00	10,000,000.00	1.870	1.896	170	06/19/2020
60710AHH8	19248	Mizuho Bank LTD		12/30/2019	25,000,000.00	25,002,700.00	25,000,000.00	1.850	1.876	29	01/30/2020
78012UNL5	18281	Royal Bank of Canada		04/12/2019	10,000,000.00	10,001,500.00	10,000,000.00	2.590	2.626	6	01/07/2020
78012UNM3	18282	Royal Bank of Canada		04/12/2019	10,000,000.00	10,000,700.00	10,000,000.00	2.590	2.590	2	01/03/2020
78012URA5	19082	Royal Bank of Canada		09/23/2019	10,000,000.00	10,001,000.00	10,000,000.00	2.020	2.048	30	01/31/2020
78012URY3	19202	Royal Bank of Canada		12/09/2019	10,000,000.00	9,997,700.00	10,000,000.00	1.800	1.825	230	08/18/2020
83050PGY9	19201	SKANDINAV ENSKILDA BK NY		12/09/2019	20,000,000.00	19,993,800.00	20,000,000.00	1.830	1.855	229	08/17/2020
83369Y4G8	18280	SOCIETEGENERALE NY		04/12/2019	20,000,000.00	20,006,000.00	20,000,000.00	2.600	2.636	12	01/13/2020
83369Y4Q6	18322	SOCIETEGENERALE NY		04/29/2019	20,000,000.00	20,013,400.00	20,000,000.00	2.590	2.626	33	02/03/2020
85325T6N0	19086	Standard Chartered Bank NY		09/24/2019	20,000,000.00	20,007,200.00	20,000,000.00	2.080	2.109	54	02/24/2020
85325T7K5	19139	Standard Chartered Bank NY		10/28/2019	20,000,000.00	20,004,600.00	20,000,000.00	1.950	1.977	209	07/28/2020
89114M6G7	19044	TORONTO DOMINION BANK NY		08/14/2019	10,000,000.00	10,001,200.00	10,000,000.00	2.000	2.028	20	01/21/2020
89114N3A1	19111	TORONTO DOMINION BANK NY		10/10/2019	20,000,000.00	19,994,400.00	20,000,000.00	1.850	1.876	131	05/11/2020
89114N3C7	19114	TORONTO DOMINION BANK NY		10/11/2019	10,000,000.00	9,997,500.00	10,000,000.00	1.860	1.886	127	05/07/2020
89114NDE2	19224	TORONTO DOMINION BANK NY		12/16/2019	20,000,000.00	20,002,400.00	20,000,000.00	2.000	2.000	15	01/16/2020
78012URG2	19115	Royal Bank of Canada NY		10/11/2019	10,000,000.00	9,996,800.00	10,000,000.00	1.810	1.835	161	06/10/2020
		Subtotal and Average	**299,677,419.35**		**355,000,000.00**	**355,038,500.00**	**355,000,000.00**		**2.096**	**99**	
Collateralized CDs											
SYS18298	18298	River City Bank		04/17/2019	3,000,000.00	3,000,000.00	3,000,000.00	2.200	2.231	107	04/17/2020
SYS18327	18327	River Valley Community Bank		05/01/2019	3,000,000.00	3,000,000.00	3,000,000.00	2.500	2.535	121	05/01/2020

77

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
		Subtotal and Average	6,000,000.00		6,000,000.00	6,000,000.00	6,000,000.00		2.383	114	
Commercial Paper Disc. -Amortizing											
09659JEV1	19144	BNP PARIBAS FORTIS SA/NY		10/30/2019	20,000,000.00	19,852,800.00	19,849,344.44	1.820	1.895	149	05/29/2020
22533THA7	19198	Credit Agricole CIB		12/06/2019	10,000,000.00	9,891,300.00	9,890,233.34	1.780	1.855	222	08/10/2020
22533TJ15	19203	Credit Agricole CIB		12/09/2019	10,000,000.00	9,881,900.00	9,879,355.55	1.780	1.855	244	09/01/2020
22533TBB1	19233	Credit Agricole CIB		12/19/2019	25,000,000.00	24,954,250.00	24,946,187.50	1.890	1.922	41	02/11/2020
2254EAH63	19197	Credit Suisse New York		12/06/2019	20,000,000.00	19,786,600.00	19,782,000.00	1.800	1.875	218	08/06/2020
46640PAA1	18286	JP MORGAN SECURITIES LLC		04/15/2019	10,000,000.00	9,996,500.00	9,993,675.00	2.530	2.650	9	01/10/2020
62479LAM7	19043	MUFG BANK LTD/NY		08/14/2019	10,000,000.00	9,991,700.00	9,988,666.67	2.040	2.087	20	01/21/2020
62479LAH8	19081	MUFG BANK LTD/NY		09/23/2019	10,000,000.00	9,993,500.00	9,990,800.00	2.070	2.113	16	01/17/2020
62479LE43	19159	MUFG BANK LTD/NY		11/14/2019	20,000,000.00	19,877,600.00	19,871,866.67	1.860	1.903	124	05/04/2020
62479LF91	19167	MUFG BANK LTD/NY		11/19/2019	10,000,000.00	9,920,500.00	9,917,777.78	1.850	1.918	160	06/09/2020
62479LAF2	19246	MUFG BANK LTD/NY		12/30/2019	50,000,000.00	49,972,000.00	49,970,055.56	1.540	1.562	14	01/15/2020
89233GAH9	18310	Toyota Motor Credit Corp		04/25/2019	20,000,000.00	19,987,000.00	19,977,600.00	2.520	2.639	16	01/17/2020
89233GEJ1	19119	Toyota Motor Credit Corp		10/17/2019	10,000,000.00	9,931,900.00	9,927,166.67	1.900	1.979	138	05/18/2020
		Subtotal and Average	299,975,037.89		225,000,000.00	224,037,550.00	223,984,729.18		1.942	88	
Federal Agency Disc. -Amortizing											
313384B81	19179	Federal Home Loan Bank - Disc		11/27/2019	10,000,000.00	9,902,900.00	9,900,625.00	1.590	1.649	225	08/13/2020
313384ZK8	19196	Federal Home Loan Bank - Disc		12/06/2019	10,000,000.00	9,915,000.00	9,918,333.33	1.500	1.554	196	07/15/2020
313384XP9	19169	FEDERAL HOME LOAN BANK		11/21/2019	10,000,000.00	9,933,700.00	9,935,400.00	1.530	1.585	152	06/01/2020
313384A66	19192	FEDERAL HOME LOAN BANK		12/05/2019	10,000,000.00	9,907,300.00	9,910,416.67	1.500	1.555	215	08/03/2020
313384XW4	19206	FEDERAL HOME LOAN BANK		12/10/2019	10,000,000.00	9,930,700.00	9,933,308.34	1.510	1.564	159	06/08/2020
313384RU5	18314	Federal Home Loan Bank Discoun		04/26/2019	10,000,000.00	9,995,000.00	9,991,477.78	2.360	2.459	13	01/14/2020
313384YV5	19170	Federal Home Loan Bank Discoun		11/21/2019	10,000,000.00	9,921,100.00	9,920,880.55	1.565	1.622	182	07/01/2020
313384ZC6	19171	Federal Home Loan Bank Discoun		11/21/2019	10,000,000.00	9,918,000.00	9,920,725.00	1.510	1.565	189	07/08/2020
313384ZE2	19184	Federal Home Loan Bank Discoun		12/03/2019	10,000,000.00	9,917,100.00	9,919,355.55		1.580	191	07/10/2020
313396YW7	19173	FED HM LN MTG CORP DISC NOTE		11/21/2019	10,000,000.00	9,920,600.00	9,923,241.66	1.510	1.565	183	07/02/2020
313396ZA4	19195	FED HM LN MTG CORP DISC NOTE		12/06/2019	20,000,000.00	19,837,800.00	19,843,127.78	1.510	1.565	187	07/06/2020
313588RG2	19251	Fannie Discount Note		12/31/2019	173,000,000.00	173,000,000.00	172,994,954.16	1.050	1.079	1	01/02/2020
313396B51	19186	Freddie Discount		12/03/2019	10,000,000.00	9,904,200.00	9,906,266.66	1.520	1.576	222	08/10/2020
313396A86	19187	Freddie Discount		12/03/2019	10,000,000.00	9,906,400.00	9,908,377.77	1.520	1.576	217	08/05/2020
		Subtotal and Average	144,034,872.58		313,000,000.00	311,909,800.00	311,926,490.25		1.330	81	
Treasury Discounts -Amortizing											
912796RY7	18290	U.S TREASURY N/B		04/16/2019	10,000,000.00	9,988,700.00	9,981,150.00	2.340	2.441	29	01/30/2020

General Fund
Portfolio Management
Portfolio Details - Investments
December 31, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Treasury Discounts -Amortizing											
912796SV2	19096	U.S TREASURY N/B		10/01/2019	10,000,000.00	9,928,100.00	9,918,410.56	1.738	1.805	169	06/18/2020
912796SR1	19097	U.S TREASURY N/B		10/01/2019	10,000,000.00	9,940,700.00	9,931,850.00	1.740	1.806	141	05/21/2020
912796SV2	19149	U.S TREASURY N/B		11/05/2019	10,000,000.00	9,928,100.00	9,930,193.61	1.487	1.541	169	06/18/2020
912796SR1	19150	U.S TREASURY N/B		11/05/2019	10,000,000.00	9,940,700.00	9,941,837.50	1.485	1.538	141	05/21/2020
912796SZ3	19180	U. S. TREASURY BILL		11/27/2019	10,000,000.00	9,916,400.00	9,916,548.61	1.525	1.581	197	07/16/2020
912796TJ8	19185	U. S. TREASURY BILL		12/03/2019	10,000,000.00	9,893,600.00	9,892,123.61	1.535	1.593	253	09/10/2020
912796TD1	19189	U. S. TREASURY BILL		12/04/2019	10,000,000.00	9,905,000.00	9,906,562.50	1.495	1.550	225	08/13/2020
912796SZ3	19190	U. S. TREASURY BILL		12/04/2019	10,000,000.00	9,916,400.00	9,917,916.67	1.500	1.554	197	07/16/2020
912796TB5	19247	U. S. TREASURY BILL		12/30/2019	10,000,000.00	9,994,600.00	9,994,020.83	1.435	1.476	15	01/16/2020
		Subtotal and Average	**87,365,948.37**		**100,000,000.00**	**99,352,300.00**	**99,330,613.89**		**1.689**	**153**	
Local Agency Bond											
SYS16098	16098	Ackerman School District		04/03/2017	6,322,593.59	6,727,581.00	6,322,593.59	2.800	2.800	6,302	04/03/2037
SYS17042	17042	Mid Placer Public School Trans		12/21/2017	319,635.01	339,867.59	319,635.01	2.850	2.850	2,911	12/21/2027
SYS18093	18093	Mid Placer Public School Trans		01/16/2019	932,090.87	1,006,002.88	932,090.87	3.000	3.000	3,303	01/16/2029
16115	16115	Newcastle Elementary SD		06/30/2017	2,834,245.96	2,879,531.54	2,834,245.96	2.800	2.800	10,042	06/30/2047
SYS19127	19127	Placer Hills Fire Protection		10/21/2019	482,658.19	482,658.19	482,658.19	3.000	3.000	1,755	10/21/2024
		Subtotal and Average	**10,934,507.64**		**10,891,223.62**	**11,435,641.20**	**10,891,223.62**		**2.827**	**6,718**	
Local Agency Bonds											
SYS15022	15022	Middle Fork JPA		04/01/2015	71,028,392.86	76,812,838.63	71,028,392.86	3.471	3.519	5,935	04/01/2036
SYS17034	17034	Pioneer Community Energy		12/14/2017	14,405,000.00	17,567,430.49	14,405,000.00	2.650	2.687	1,247	06/01/2023
		Subtotal and Average	**85,433,392.86**		**85,433,392.86**	**94,380,269.12**	**85,433,392.86**		**3.379**	**5,145**	
Rolling Repurchase Agreements - 2											
SYS000SWEEP3	SWEEP3	WELLS FARGO BANK		03/01/2018	2,923,663.19	2,923,663.19	2,923,663.19	0.180	0.183	1	
		Subtotal and Average	**7,414,829.48**		**2,923,663.19**	**2,923,663.19**	**2,923,663.19**		**0.183**	**1**	
mPower Placer											
2016NR-A	2016NR-A	mPower Placer		08/04/2016	3,668,229.56	3,477,896.87	3,668,229.56	3.000	3.042	6,454	09/02/2037
2017 NR	2017 NR	mPower Placer		07/06/2017	236,554.98	215,477.08	236,554.98	3.000	3.042	6,819	09/02/2038
2017 R	2017 R	mPower Placer		07/06/2017	235,349.73	222,761.81	235,349.73	3.000	3.042	6,819	09/02/2038
2018 NR	2018 NR	mPower Placer		07/26/2018	46,344.27	41,987.95	46,344.27	4.500	4.563	7,184	09/02/2039
2018 R	2018 R	mPower Placer		07/12/2018	311,440.89	337,948.87	311,440.89	4.500	4.563	7,184	09/02/2039
2018 S-NR	18003	Pioneer Community Energy		08/09/2018	409,651.01	442,028.19	409,651.01	4.500	4.563	7,184	09/02/2039

General Fund
Portfolio Management
Portfolio Details - Investments
December 31, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
mPower Placer											
2017 S NR	2017 S-NR	Pioneer Community Energy		09/28/2017	134,562.33	128,331.02	134,562.33	3.000	3.042	6,819	09/02/2038
2017 S-R	2017 S-R	Pioneer Community Energy		07/06/2017	4,089,420.65	3,878,108.02	4,089,420.65	3.000	3.042	6,819	09/02/2038
2018 S-R	2018 S-R	Pioneer Community Energy		07/12/2018	5,068,804.00	5,492,571.22	5,068,804.00	4.500	4.563	7,184	09/02/2039
2019-20 NR	2019-20 NR	Pioneer Community Energy		07/18/2019	544,507.23	544,507.23	544,507.23	4.500	4.563	7,550	09/02/2040
2019-20 R-1	2019-20 R-1	Pioneer Community Energy		07/11/2019	1,603,599.11	1,603,599.11	1,603,599.11	4.500	4.563	7,550	09/02/2040
2016S R-1	2016S R-1	Sierra Valley Energy Authority		01/26/2017	343,632.38	326,255.23	343,632.38	3.000	3.042	6,454	09/02/2037
		Subtotal and Average	**16,561,566.92**		**16,692,096.14**	**16,711,472.60**	**16,692,096.14**		**3.769**	**6,953**	
mPower - Folsom											
2016-IA3 #2	2016-IA3 #2	mPower Folsom		07/14/2016	186,624.33	177,127.39	186,624.33	1.250	1.267	6,454	09/02/2037
2017-IA3 #3	2017-IA3 #3	mPower Folsom		07/27/2017	215,516.51	193,260.34	215,516.51	1.250	1.267	6,819	09/02/2038
MFIA-2 NR	IA2-NR	mPower Folsom		08/06/2015	1,427,282.67	1,403,556.95	1,427,282.67	2.000	2.028	6,089	09/02/2036
MFIA-3	MFIA-3	mPower Folsom		09/01/2015	575,653.01	538,786.46	575,653.01	2.000	2.028	6,089	09/02/2036
MF R-1	MFR-1	mPower Folsom		09/01/2015	247,717.06	245,676.12	247,717.06	2.000	2.028	6,089	09/02/2036
		Subtotal and Average	**2,652,793.58**		**2,652,793.58**	**2,558,407.26**	**2,652,793.58**		**1.913**	**6,174**	
		Total and Average	**1,649,899,305.14**		**1,715,934,459.16**	**1,722,494,030.48**	**1,713,270,880.04**		**1.882**	**634**	

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity
Cash at Bank										
SYS00000	00000	PLACER COUNTY CASH			11,879,672.00	11,879,672.00	11,879,672.00		0.000	1
Undeposited Receipts										
SYS00000VAULT	00000VAULT	PLACER COUNTY CASH			1,817,129.30	1,817,129.30	1,817,129.30		0.000	1
		Average Balance	0.00							1
		Total Cash and Investments	1,649,899,305.14		1,729,631,260.46	1,736,190,831.78	1,726,967,681.34		1.882	634

General Fund
Purchases Report
December 1, 2019 - December 31, 2019

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
General Fund													
9128285X4	19212	1010	TRC	T	10,000,000.00	12/12/2019	01/31 - 07/31	10,094,140.63	91,032.61	2.500	01/31/2021	1.659	10,180,647.25
912828B58	19213	1010	TRC	T	10,000,000.00	12/12/2019	01/31 - 07/31	10,053,125.00	77,377.72	2.125	01/31/2021	1.650	10,127,948.63
63873KZG5	19221	1010	ACP	NATXNY	120,000,000.00	12/13/2019	12/16 - At Maturity	119,984,700.00		1.530	12/16/2019	1.530	0.00
21687BZG9	19220	1010	ACP	RABONY	49,000,000.00	12/13/2019	12/16 - At Maturity	48,993,834.17		1.510	12/16/2019	1.510	0.00
912828S27	19216	1010	TRC	UST	10,000,000.00	12/13/2019	12/31 - 06/30	9,910,937.50	Received	1.125	06/30/2021	1.710	9,913,932.52
9128287A2	19217	1010	TRC	UST	10,000,000.00	12/13/2019	12/31 - 06/30	9,987,109.38	Received	1.625	06/30/2021	1.709	9,987,542.87
912828R77	19218	1010	TRC	UST	10,000,000.00	12/13/2019	05/31 - 11/30	9,952,343.75	4,883.88	1.375	05/31/2021	1.706	9,958,920.09
912828R77	19219	1010	TRC	UST	10,000,000.00	12/13/2019	05/31 - 11/30	9,953,125.00	4,883.88	1.375	05/31/2021	1.700	9,959,673.60
06367BDN6	19223	1010	NCB	BMOCHI	10,000,000.00	12/16/2019	02/18 - Final Pmt.	10,000,000.00		1.950	02/18/2020	1.950	10,000,000.00
06367BDM8	19226	1010	NCB	BMOCHI	20,000,000.00	12/16/2019	01/16 - Final Pmt.	20,000,000.00		1.980	01/16/2020	1.980	20,000,000.00
638973KZH3	19222	1010	ACP	NATXNY	120,000,000.00	12/16/2019	12/17 - At Maturity	119,994,900.00		1.530	12/17/2019	1.530	0.00
21687BZH7	19225	1010	ACP	RABONY	30,000,000.00	12/16/2019	12/17 - At Maturity	29,998,741.67		1.510	12/17/2019	1.510	0.00
89114NDE2	19224	1010	NCB	TDNY	20,000,000.00	12/16/2019	01/16 - Final Pmt.	20,000,000.00		2.000	01/16/2020	2.000	20,000,000.00
63873KZJ9	19227	1010	ACP	NATXNY	120,000,000.00	12/17/2019	12/18 - At Maturity	119,994,900.00		1.530	12/18/2019	1.530	0.00
21687BZJ3	19228	1010	ACP	RABONY	36,000,000.00	12/17/2019	12/18 - At Maturity	35,998,490.00		1.510	12/18/2019	1.510	0.00
63873KZN6	19229	1010	ACP	NATXNY	120,000,000.00	12/18/2019	12/19 - At Maturity	119,994,900.00		1.530	12/19/2019	1.530	0.00
21687BZK0	19230	1010	ACP	RABONY	40,000,000.00	12/18/2019	12/19 - At Maturity	39,998,322.22		1.510	12/19/2019	1.510	0.00
22533TBB1	19233	1010	ACP	CACPNY	25,000,000.00	12/19/2019	02/11 - At Maturity	24,929,125.00		1.890	02/11/2020	1.895	24,946,187.50
63873KZL4	19232	1010	ACP	NATXNY	120,000,000.00	12/19/2019	12/20 - At Maturity	119,994,900.00		1.530	12/20/2019	1.530	0.00
21687BZL8	19231	1010	ACP	RABONY	23,000,000.00	12/19/2019	12/20 - At Maturity	22,999,035.28		1.510	12/20/2019	1.510	0.00
63873KZP5	19234	1010	ACP	NATXNY	100,000,000.00	12/20/2019	12/23 - At Maturity	99,987,250.00		1.530	12/23/2019	1.530	0.00
21687BZP9	19235	1010	ACP	RABONY	30,000,000.00	12/20/2019	12/23 - At Maturity	29,996,225.00		1.510	12/23/2019	1.510	0.00
63873KZQ3	19236	1010	ACP	NATXNY	100,000,000.00	12/23/2019	12/24 - At Maturity	99,995,750.00		1.530	12/24/2019	1.530	0.00
21687BZQ7	19237	1010	ACP	RABONY	35,000,000.00	12/23/2019	12/24 - At Maturity	34,998,531.94		1.510	12/24/2019	1.510	0.00
63873KZS9	19239	1010	ACP	NATXNY	100,000,000.00	12/24/2019	12/26 - At Maturity	99,991,500.00		1.530	12/26/2019	1.530	0.00
21687BZS3	19238	1010	ACP	RABONY	50,000,000.00	12/24/2019	12/26 - At Maturity	49,995,805.56		1.510	12/26/2019	1.510	0.00
22533UZT3	19242	1010	ACP	CACPNY	50,000,000.00	12/26/2019	12/27 - At Maturity	49,997,902.78		1.510	12/27/2019	1.510	0.00
21687BZT1	19240	1010	ACP	RABONY	50,000,000.00	12/26/2019	12/27 - At Maturity	49,997,902.78		1.510	12/27/2019	1.510	0.00
21687BZT1	19241	1010	ACP	RABONY	70,000,000.00	12/26/2019	12/27 - At Maturity	69,997,063.89		1.510	12/27/2019	1.510	0.00
22533UZW6	19245	1010	ACP	CACPNY	30,000,000.00	12/27/2019	12/30 - At Maturity	29,996,225.00		1.510	12/30/2019	1.510	0.00
63873KZW0	19243	1010	ACP	NATXNY	100,000,000.00	12/27/2019	12/30 - At Maturity	99,987,250.00		1.530	12/30/2019	1.530	0.00
21687BZW4	19244	1010	ACP	RABONY	70,000,000.00	12/27/2019	12/30 - At Maturity	69,991,191.66		1.510	12/30/2019	1.510	0.00
60710AHH8	19248	1010	NCB	MIZBNK	25,000,000.00	12/30/2019	01/30 - At Maturity	25,000,000.00		1.850	01/30/2020	1.850	25,000,000.00
62479LAF2	19246	1010	ACP	MUFGBK	50,000,000.00	12/30/2019	01/15 - At Maturity	49,965,777.78		1.540	01/15/2020	1.541	49,970,055.56
63873KZX8	19249	1010	ACP	NATXNY	120,000,000.00	12/30/2019	12/31 - At Maturity	119,994,900.00		1.530	12/31/2019	1.530	0.00
21687BZX2	19250	1010	ACP	RABONY	70,000,000.00	12/30/2019	12/31 - At Maturity	69,997,083.34		1.500	12/31/2019	1.500	0.00

Received = Accrued Interest at Purchase was received by report ending date.

General Fund
Purchases Report
December 1, 2019 - December 31, 2019

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
General Fund													
912796TB5	19247	1010	ATD	USTB	10,000,000.00	12/30/2019	01/16 - At Maturity	9,993,223.61		1.435	01/16/2020	1.456	9,994,020.83
313588RG2	19251	1010	AFD	FNDN	173,000,000.00	12/31/2019	01/02 - At Maturity	172,989,908.32		1.050	01/02/2020	1.065	172,994,954.16
				Subtotal	3,775,000,000.00			3,773,101,819.12	258,612.87				581,758,989.56
				Total Purchases	3,775,000,000.00			3,773,101,819.12	258,612.87				581,758,989.56

General Fund
Summary by Issuer
December 31, 2019

Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
Apple Inc.	1	10,000,000.00	9,917,360.00	0.58	2.532	419
Ackerman School District	1	6,322,593.59	6,322,593.59	0.37	2.800	6,302
Bank of Montreal Chicago	2	30,000,000.00	30,000,000.00	1.74	1.970	26
BNP PARIBAS FORTIS SA/NY	1	20,000,000.00	19,785,644.44	1.15	1.895	149
Credit Agricole CIB	3	45,000,000.00	44,674,486.11	2.59	1.892	126
Credit Agricole CIB NY	1	20,000,000.00	20,000,000.00	1.16	2.596	14
Credit Suisse New York	2	30,000,000.00	29,756,000.00	1.73	1.896	213
FEDERAL FARM CREDIT BANK	11	110,000,000.00	109,912,500.00	6.37	1.645	472
Federal Home Loan Bank - Disc	2	20,000,000.00	19,792,666.67	1.15	1.602	210
FEDERAL HOME LOAN BANK	14	140,000,000.00	139,697,822.23	8.10	1.579	407
Federal Home Loan Bank Discoun	4	40,000,000.00	39,541,284.72	2.29	1.808	144
FED HOME LOAN MORT CORP	10	100,000,000.00	100,000,000.00	5.80	1.691	585
FED HM LN MTG CORP DISC NOTE	2	30,000,000.00	29,727,361.11	1.72	1.565	186
Fannie Discount Note	1	173,000,000.00	172,989,908.32	10.03	1.079	1
FEDERAL NATIONAL MORT. ASSOC.	11	115,000,000.00	114,975,000.00	6.67	1.632	490
Freddie Discount	2	20,000,000.00	19,790,155.55	1.15	1.576	219
Five Star Bank - PIMMA	1	5,000,000.00	5,000,000.00	0.29	2.190	1
IBM CORP	1	10,000,000.00	9,784,600.00	0.57	2.095	135
Johnson & Johnson	1	10,000,000.00	9,778,500.00	0.57	2.400	425
JP MORGAN SECURITIES LLC	1	10,000,000.00	9,810,250.00	0.57	2.650	9
Lloyds Bank Corp Mkts NY	1	20,000,000.00	20,000,000.00	1.16	2.018	208
Middle Fork JPA	1	71,028,392.86	71,028,392.86	4.12	3.519	5,935
Mid Placer Public School Trans	2	1,251,725.88	1,251,725.88	0.07	2.962	3,203

Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
Mizuho Bank LTD	5	65,000,000.00	65,000,000.00	3.77	1.901	131
mPower Folsom	5	2,652,793.58	2,652,793.58	0.15	1.913	6,174
mPower Placer	8	9,799,954.05	9,845,573.05	0.57	3.719	6,203
Microsoft Corp	1	10,000,000.00	10,013,900.00	0.58	1.821	42
MUFG BANK LTD/NY	5	100,000,000.00	99,526,358.34	5.77	1.773	51
Newcastle Elementary SD	1	2,834,245.96	2,834,245.96	0.16	2.800	10,042
Placer Hills Fire Protection	1	482,658.19	482,658.19	0.03	3.000	1,755
Public Finance Authority	1	3,039,255.15	3,100,040.25	0.18	4.894	6,848
Pioneer Community Energy	7	26,255,544.33	26,255,544.33	1.52	3.289	3,898
PLACER COUNTY CASH	2	13,696,801.30	13,696,801.30	0.79	0.000	1
River City Bank	1	3,000,000.00	3,000,000.00	0.17	2.231	107
River Valley Community Bank	1	3,000,000.00	3,000,000.00	0.17	2.535	121
Royal Bank of Canada	4	40,000,000.00	40,000,000.00	2.32	2.272	67
SKANDINAV ENSKILDA BK NY	1	20,000,000.00	20,000,000.00	1.16	1.855	229
SOCIETEGENERALE NY	2	40,000,000.00	40,000,000.00	2.32	2.631	23
Standard Chartered Bank NY	2	40,000,000.00	40,000,000.00	2.32	2.043	132
Sierra Valley Energy Authority	1	343,632.38	343,632.38	0.02	3.042	6,454
U.S TREASURY N/B	9	90,000,000.00	89,568,424.65	5.19	1.821	316
TORONTO DOMINION BANK NY	4	60,000,000.00	60,000,000.00	3.48	1.944	73
Toyota Motor Credit Corp	2	30,000,000.00	29,513,255.56	1.71	2.420	56
TOYOTA MOTOR CREDIT	2	20,000,000.00	19,937,500.00	1.16	2.766	867
U. S. TREASURY COUPON	5	50,000,000.00	49,842,968.76	2.89	1.692	500
U. S. TREASURY BILL	5	50,000,000.00	49,575,888.88	2.87	1.551	177
WELLS FARGO BANK	1	2,923,663.19	2,923,663.19	0.17	0.182	1
Royal Bank of Canada NY	1	10,000,000.00	10,000,000.00	0.58	1.835	161
Total and Average	**153**	**1,729,631,260.46**	**1,724,649,499.90**	**100.00**	**1.868**	**629**

Office of
Jenine Windeshausen
Treasurer-Tax Collector
County of Placer

COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of January 31, 2020

2976 Richardson Drive • Auburn, California 95603
Tax Collector / Business Licenses (530) 889-4120 • Treasurer (530) 889-4140 • Bonds (530) 889-4146

PREFACE

Placer County Treasurer's Pooled Investment Report

January 31, 2020

For the purpose of clarity the following glossary of investment terms has been provided.

Book Value is the purchase price of a security plus amortization of any premium or discount. This may be more or less than face value, depending upon whether the security was purchased at a premium or at a discount.

Par Value is the principal amount of a security and the amount of principal that will be paid at maturity.

Market Value is the value at which a security can be sold at the time it is priced or the need to sell arises.

Market values are only relevant if the investment is sold prior to maturity. Profit or loss would be realized only if the specific investment were to be sold.

Government Code 53646 Compliance Report

The following information is a monthly update of funds on deposit in the Placer County Treasury pursuant to California Government code Section 53646. Further details of individual investments are included in the Treasurer's Monthly Investment Report. All investment transactions and decisions have been made with full compliance with California Government Code and Placer County's Statement of Investment Policy.

Individual securities are priced at the end of each month by Wells Fargo Bank.

The Weighted Average Maturity of the investments with the Treasury is 681 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by $735,287,900.29 in cash and investments maturing in the next 180 days.

General Fund
Portfolio Management
Portfolio Summary
January 31, 2020

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Coupons	130,000,000.00	130,544,785.15	130,097,736.84	8.45	610	402	1.888	1.915
mPower Placer - Long Term	8,341,289.77	8,478,714.24	8,427,823.35	0.55	7,364	6,224	4.386	4.447
Federal Agency Coupons	370,000,000.00	369,901,500.00	369,939,277.05	24.02	1,592	439	1.540	1.562
Collateralized Inactive Bank Deposi	5,000,000.00	5,000,000.00	5,000,000.00	0.32	1	1	2.015	2.043
Medium Term Notes	50,000,000.00	50,069,300.00	49,852,332.09	3.24	1,407	512	2.478	2.512
Negotiable Certificates of Deposit	325,000,000.00	325,174,183.33	325,003,458.94	21.10	249	173	1.894	1.921
Collateralized CDs	6,000,000.00	6,000,000.00	6,000,000.00	0.39	366	83	2.350	2.383
Commercial Paper Disc. -Amortizing	275,000,000.00	274,086,394.46	274,086,394.46	17.80	99	66	1.711	1.734
Federal Agency Disc. -Amortizing	160,000,000.00	158,890,100.00	158,905,465.27	10.32	215	162	1.556	1.577
Treasury Discounts -Amortizing	80,000,000.00	79,488,000.00	79,463,124.98	5.16	239	155	1.599	1.621
Local Agency Bond	10,848,460.72	11,389,487.33	10,848,460.72	0.70	7,608	6,700	2.788	2.827
Local Agency Bonds	85,433,392.86	94,380,269.12	85,433,392.86	5.55	6,714	5,114	3.333	3.379
Rolling Repurchase Agreements - 2	17,537,789.45	17,537,789.45	17,537,789.45	1.14	1	1	0.180	0.183
mPower Placer	16,911,935.59	16,931,312.05	16,911,935.59	1.10	7,713	6,930	3.728	3.779
mPower - Folsom	2,652,793.58	2,558,407.26	2,652,793.58	0.17	7,692	6,143	1.886	1.913
Investments	**1,542,725,661.97**	**1,550,430,242.39**	**1,540,159,985.18**	**100.00%**	**1,150**	**681**	**1.847**	**1.873**
Cash								
Passbook/Checking (not included in yield calculations)	16,750,110.84	16,750,110.84	16,750,110.84		1	1	0.000	0.000
Total Cash and Investments	**1,559,475,772.81**	**1,567,180,353.23**	**1,556,910,096.02**		**1,150**	**681**	**1.847**	**1.873**

Total Earnings	January 31 Month Ending	Fiscal Year To Date
Current Year	2,620,416.85	17,847,266.47
Average Daily Balance	**1,656,731,423.94**	**1,509,070,498.10**
Effective Rate of Return	**1.86%**	**2.01%**

2/5/20

ERIC WAIDMANN, ASST. TREASURER-TAX COLLECTOR

88

Reporting period 01/01/2020-01/31/2020
Data Updated: FUNDSNAP: 02/04/2020 15:06
Run Date: 02/04/2020 - 15:06

General Fund
Portfolio Management
Investment Status Report - Investments
January 31, 2020

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
U.S. Treasury Coupons												
912828A42	15059	T	10,000,000.00	2.000	11/30/2020	12/04/2015	1.781	1.806	10,037,500.00	Received	10,092,187.50	10,015,322.44
912828M80	17022	T	10,000,000.00	2.000	11/30/2022	12/01/2017	2.118	2.147	10,190,200.00	Received	9,930,468.75	9,960,643.41
9128285X4	19212	T	10,000,000.00	2.500	01/31/2021	12/12/2019	1.636	1.659	10,096,500.00	Received	10,094,140.63	10,082,599.35
912828B58	19213	T	10,000,000.00	2.125	01/31/2021	12/12/2019	1.628	1.650	10,059,800.00	Received	10,053,125.00	10,046,612.08
912828N89	19270	T	10,000,000.00	1.375	01/31/2021	01/15/2020	1.573	1.595	9,986,300.00	Received	9,977,343.75	9,978,352.01
9128283Q1	19207	UST	10,000,000.00	2.000	01/15/2021	12/10/2019	1.613	1.635	10,044,900.00	Received	10,039,453.13	10,034,251.60
912828S27	19216	UST	10,000,000.00	1.125	06/30/2021	12/13/2019	1.687	1.710	9,957,800.00	Received	9,910,937.50	9,918,819.14
9128287A2	19217	UST	10,000,000.00	1.625	06/30/2021	12/13/2019	1.686	1.709	10,027,000.00	Received	9,987,109.38	9,988,250.14
912828R77	19218	UST	10,000,000.00	1.375	05/31/2021	12/13/2019	1.682	1.706	9,997,083.88	4,883.88	9,952,343.75	9,961,681.49
912828R77	19219	UST	10,000,000.00	1.375	05/31/2021	12/13/2019	1.677	1.700	9,997,083.88	4,883.88	9,953,125.00	9,962,389.72
9128283X6	19303	UST	10,000,000.00	2.250	02/15/2021	01/30/2020	1.490	1.511	10,178,917.39	102,717.39	10,076,171.88	10,178,490.46
912796XA2	19283	USTB	10,000,000.00	1.500	03/10/2020	01/22/2020	2.985	3.027	9,984,900.00		9,980,000.00	9,984,166.67
912796TH2	19284	USTB	10,000,000.00	1.510	03/05/2020	01/22/2020	3.005	3.046	9,986,800.00		9,981,963.89	9,986,158.33
	U.S. Treasury Coupons Totals		**130,000,000.00**				**1.888**	**1.915**	**130,544,785.15**	**112,485.15**	**130,028,370.16**	**130,097,736.84**
mPower Placer - Long Term												
2015NR-A	2015NR-A	MPP	1,894,017.54	4.000	09/02/2035	06/16/2015	3.944	3.999	1,957,630.01		1,894,017.54	1,894,017.54
2015NR-BLT	2015NR-BLT	MPP	2,743,017.08	4.000	09/02/2036	09/02/2016	3.945	4.000	2,839,626.14		2,743,017.08	2,743,017.08
2015R-B	2015R-B	MPP	665,000.00	6.000	09/02/2035	06/16/2015	5.360	5.435	791,782.92		710,619.00	700,179.80
72601FAC2	2018B	PFA	3,039,255.15	5.050	10/01/2038	06/28/2018	4.827	4.894	2,889,675.17		3,100,040.25	3,090,608.93
	mPower Placer - Long Term Totals		**8,341,289.77**				**4.386**	**4.447**	**8,478,714.24**	**0.00**	**8,447,693.87**	**8,427,823.35**
Federal Agency Coupons												
3133EFX36	15105	FFCB	10,000,000.00	1.680	04/05/2021	04/05/2016	1.657	1.680	10,000,100.00		10,000,000.00	10,000,000.00
3133EGKA2	16001	FFCB	10,000,000.00	1.500	07/06/2021	07/06/2016	1.479	1.500	10,000,100.00		10,000,000.00	10,000,000.00
3133EGLH6	16002	FFCB	10,000,000.00	1.420	01/12/2021	07/12/2016	1.401	1.420	9,990,600.00		10,000,000.00	10,000,000.00
3133EGLU7	16004	FFCB	10,000,000.00	1.480	07/14/2021	07/14/2016	1.460	1.480	10,000,000.00		10,000,000.00	10,000,000.00
3133EGXU4	16030	FFCB	10,000,000.00	1.370	10/06/2020	10/06/2016	1.351	1.370	9,991,700.00		10,000,000.00	10,000,000.00
3133EGZP3	16031	FFCB	10,000,000.00	1.580	10/25/2021	10/25/2016	1.569	1.590	10,000,100.00		9,995,000.00	9,998,266.67
3133EGZP3	16032	FFCB	10,000,000.00	1.580	10/25/2021	10/25/2016	1.569	1.590	10,000,100.00		9,995,000.00	9,998,266.67
3133EHGZ0	16108	FFCB	10,000,000.00	1.580	04/27/2020	04/27/2017	1.558	1.580	10,000,100.00		10,000,000.00	10,000,000.00
3133EHNB5	17028	FFCB	10,000,000.00	1.870	06/14/2021	12/12/2017	2.072	2.100	10,000,000.00	Received	9,922,500.00	9,969,724.64
3130A86G3	15119	FHLB	10,000,000.00	1.600	11/25/2020	05/25/2016	1.578	1.600	9,987,300.00		10,000,000.00	10,000,000.00
3130A8LS0	15130	FHLB	10,000,000.00	1.500	06/30/2021	06/30/2016	1.479	1.500	9,968,400.00		10,000,000.00	10,000,000.00
3130A8MP5	16003	FHLB	10,000,000.00	1.375	10/13/2020	07/13/2016	1.356	1.375	9,988,700.00		10,000,000.00	10,000,000.00

General Fund
Portfolio Management
Investment Status Report - Investments
January 31, 2020

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency Coupons												
3130A8P80	16005	FHLB	10,000,000.00	1.400	01/19/2021	07/19/2016	1.381	1.400	9,957,700.00		10,000,000.00	10,000,000.00
3130A9LS8	16026	FHLB	10,000,000.00	1.375	09/28/2020	09/28/2016	1.356	1.375	9,994,400.00		10,000,000.00	10,000,000.00
3130A9LT6	16027	FHLB	10,000,000.00	1.550	09/28/2021	09/28/2016	1.529	1.550	10,000,000.00		10,000,000.00	10,000,000.00
3130A9NG2	16029	FHLB	10,000,000.00	1.540	10/06/2021	10/06/2016	1.544	1.565	9,994,800.00		9,988,000.00	9,995,966.67
3130A9TV3	16038	FHLB	10,000,000.00	1.750	11/08/2021	11/08/2016	1.500	1.521	10,000,200.00		9,990,000.00	9,996,461.11
3130AA2F4	16040	FHLB	10,000,000.00	1.700	11/23/2021	11/23/2016	1.677	1.700	10,000,800.00		10,000,000.00	10,000,000.00
3130ACUK8	17020	FHLB	10,000,000.00	2.000	05/28/2021	11/28/2017	1.993	2.021	10,072,100.00		9,993,000.00	9,997,350.00
3130AHY98	19295	FHLB	10,000,000.00	1.500	01/27/2021	01/27/2020	1.538	1.560	9,997,600.00		9,994,100.00	9,994,165.56
3130AHY98	19296	FHLB	10,000,000.00	1.500	01/27/2021	01/27/2020	1.538	1.560	9,997,600.00		9,994,100.00	9,994,165.56
3134G9UM7	15133	FHLMC	10,000,000.00	1.750	06/30/2021	06/30/2016	1.706	1.730	10,000,500.00		10,000,000.00	10,000,000.00
3134G9E52	15134	FHLMC	10,000,000.00	1.330	12/30/2020	06/30/2016	1.312	1.330	9,982,900.00		10,000,000.00	10,000,000.00
3134G93Q8	16022	FHLMC	10,000,000.00	1.680	08/25/2021	08/25/2016	1.657	1.680	10,000,400.00		10,000,000.00	10,000,000.00
3134G95L7	16023	FHLMC	10,000,000.00	1.600	08/25/2021	08/25/2016	1.578	1.600	9,982,200.00		10,000,000.00	10,000,000.00
3134GABL7	16024	FHLMC	10,000,000.00	1.500	08/28/2020	08/30/2016	1.479	1.500	10,000,300.00		10,000,000.00	10,000,000.00
3134GAQV9	16035	FHLMC	10,000,000.00	1.625	10/27/2021	10/27/2016	1.470	1.490	9,993,800.00		10,000,000.00	10,000,000.00
3134GBHH8	16107	FHLMC	10,000,000.00	2.000	04/27/2022	04/27/2017	1.874	1.900	10,017,300.00		10,000,000.00	10,000,000.00
3136G3MG7	15114	FNMA	10,000,000.00	1.500	05/18/2020	05/20/2016	1.511	1.532	10,000,200.00	Received	9,987,500.00	9,999,069.89
3136G3QU2	15120	FNMA	10,000,000.00	1.750	05/25/2021	05/25/2016	1.726	1.750	10,001,300.00		10,000,000.00	10,000,000.00
3136G3WK7	15128	FNMA	10,000,000.00	1.220	03/30/2020	06/30/2016	1.203	1.220	9,994,500.00		10,000,000.00	10,000,000.00
3136G3WK7	15129	FNMA	10,000,000.00	1.220	03/30/2020	06/30/2016	1.203	1.220	9,994,500.00		10,000,000.00	10,000,000.00
3136G3XZ3	16008	FNMA	10,000,000.00	1.500	07/28/2021	07/28/2016	1.479	1.500	10,000,100.00		10,000,000.00	10,000,000.00
3136G4CV3	16028	FNMA	10,000,000.00	1.400	09/30/2021	09/30/2016	1.406	1.426	9,985,700.00		9,987,500.00	9,995,840.28
3136G4DF7	16034	FNMA	10,000,000.00	1.500	07/26/2021	10/26/2016	1.480	1.500	10,001,100.00		10,000,000.00	10,000,000.00
3136G4EV1	16036	FNMA	10,000,000.00	1.625	10/28/2021	10/28/2016	1.603	1.625	10,002,000.00		10,000,000.00	10,000,000.00
3136G4JJ3	16060	FNMA	10,000,000.00	1.750	09/28/2020	12/28/2016	1.726	1.750	10,002,300.00		10,000,000.00	10,000,000.00
	Federal Agency Coupons Totals		**370,000,000.00**				**1.540**	**1.562**	**369,901,500.00**	**0.00**	**369,846,700.00**	**369,939,277.05**
Collateralized Inactive Bank Deposi												
SYS19055	19055	FSB	5,000,000.00	2.043		08/23/2019	2.015	2.043	5,000,000.00		5,000,000.00	5,000,000.00
	Collateralized Inactive Bank Deposi Totals		**5,000,000.00**				**2.015**	**2.043**	**5,000,000.00**	**0.00**	**5,000,000.00**	**5,000,000.00**
Medium Term Notes												
037833BS8	17054	AAPL	10,000,000.00	2.250	02/23/2021	01/31/2018	2.497	2.532	10,059,700.00	Received	9,917,360.00	9,971,353.47
459200HM6	15005	IBM	10,000,000.00	1.625	05/15/2020	07/13/2015	2.067	2.095	9,999,800.00	Received	9,784,600.00	9,987,140.30
478160BS2	17055	JNJ	10,000,000.00	1.650	03/01/2021	02/02/2018	2.367	2.400	10,018,800.00	Received	9,778,500.00	9,922,105.50

06

General Fund
Portfolio Management
Investment Status Report - Investments
January 31, 2020

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
Medium Term Notes												
89236TEH4	17050	TOYOTA	10,000,000.00	2.250	06/07/2021	01/23/2018	2.372	2.405	9,995,500.00	Received	9,950,000.00	9,979,983.53
89236TEY7	17074	TOYOTA	10,000,000.00	3.100	04/26/2023	06/01/2018	3.085	3.127	9,995,500.00	Received	9,987,500.00	9,991,749.29
	Medium Term Notes Totals		**50,000,000.00**				**2.478**	**2.512**	**50,069,300.00**	**0.00**	**49,417,960.00**	**49,852,332.09**
Negotiable Certificates of Deposit												
06367BDN6	19223	BMOCHI	10,000,000.00	1.950	02/18/2020	12/16/2019	1.923	1.950	10,001,700.00		10,000,000.00	10,000,000.00
22549LU60	19128	CS	10,000,000.00	1.910	07/22/2020	10/23/2019	1.910	1.937	10,007,200.00		10,000,000.00	10,000,000.00
53947CCK2	19138	LBCMNY	20,000,000.00	1.990	07/27/2020	10/28/2019	1.990	2.018	20,025,600.00		20,000,000.00	20,000,000.00
60710AFQ0	19131	MIZBNK	10,000,000.00	1.910	07/23/2020	10/24/2019	1.910	1.936	10,008,700.00		10,000,000.00	10,000,000.00
60710AFQ0	19132	MIZBNK	10,000,000.00	1.910	07/23/2020	10/24/2019	1.910	1.936	10,008,700.00		10,000,000.00	10,000,000.00
60710AGT3	19165	MIZBNK	10,000,000.00	1.870	07/17/2020	11/19/2019	1.870	1.896	10,006,600.00		10,000,000.00	10,000,000.00
60710AGS5	19166	MIZBNK	10,000,000.00	1.870	06/19/2020	11/19/2019	1.870	1.896	10,005,500.00		10,000,000.00	10,000,000.00
60710AJQ6	19304	MIZBNK	20,000,000.00	1.700	05/27/2020	01/30/2020	1.690	1.713	20,001,633.33	2,833.33	20,000,636.40	20,003,458.94
65558TSZ9	19274	NORHNY	25,000,000.00	1.750	01/15/2021	01/16/2020	1.750	1.774	25,009,250.00		25,000,000.00	25,000,000.00
78012URY3	19202	RY	10,000,000.00	1.800	08/18/2020	12/09/2019	1.800	1.825	10,006,900.00		10,000,000.00	10,000,000.00
78012USS5	19276	RY	25,000,000.00	1.740	01/15/2021	01/16/2020	1.740	1.764	25,019,500.00		25,000,000.00	25,000,000.00
83050PGY9	19201	SEBNY	20,000,000.00	1.830	08/17/2020	12/09/2019	1.830	1.855	20,013,000.00		20,000,000.00	20,000,000.00
82487BCX1	19294	SHIZNY	20,000,000.00	1.820	04/23/2020	01/27/2020	1.820	1.845	20,000,200.00		20,000,000.00	20,000,000.00
83369Y4Q6	18322	SOGNNY	20,000,000.00	2.590	02/03/2020	04/29/2019	2.590	2.626	20,001,600.00		20,000,000.00	20,000,000.00
85325T6N0	19086	STANNY	20,000,000.00	2.080	02/24/2020	09/24/2019	2.080	2.109	20,005,200.00		20,000,000.00	20,000,000.00
85325T7K5	19139	STANNY	20,000,000.00	1.950	07/28/2020	10/28/2019	1.950	1.977	20,017,800.00		20,000,000.00	20,000,000.00
89114N3A1	19111	TDNY	20,000,000.00	1.850	05/11/2020	10/10/2019	1.850	1.876	20,012,200.00		20,000,000.00	20,000,000.00
89114N3C7	19114	TDNY	10,000,000.00	1.860	05/07/2020	10/11/2019	1.860	1.886	10,006,300.00		10,000,000.00	10,000,000.00
95001KGD0	19275	WFFB	25,000,000.00	1.750	01/15/2021	01/16/2020	1.750	1.774	25,013,000.00		25,000,000.00	25,000,000.00
78012URG2	19115	YCD	10,000,000.00	1.810	06/10/2020	10/11/2019	1.810	1.835	10,003,600.00		10,000,000.00	10,000,000.00
	Negotiable Certificates of Deposit Totals		**325,000,000.00**				**1.894**	**1.921**	**325,174,183.33**	**2,833.33**	**325,000,636.40**	**325,003,458.94**
Collateralized CDs												
SYS18298	18298	RCB	3,000,000.00	2.200	04/17/2020	04/17/2019	2.200	2.231	3,000,000.00		3,000,000.00	3,000,000.00
SYS18327	18327	RIVER	3,000,000.00	2.500	05/01/2020	05/01/2019	2.500	2.535	3,000,000.00		3,000,000.00	3,000,000.00
	Collateralized CDs Totals		**6,000,000.00**				**2.350**	**2.383**	**6,000,000.00**	**0.00**	**6,000,000.00**	**6,000,000.00**
Commercial Paper Disc. -Amortizing												
09659JEV1	19144	BNPFNY	20,000,000.00	1.820	05/29/2020	10/30/2019	1.869	1.895	19,880,688.89		19,785,644.44	19,880,688.89
09659BB33	19307	BNPPNY	65,000,000.00	1.550	02/03/2020	01/31/2020	1.550	1.572	64,994,402.78		64,991,604.17	64,994,402.78

General Fund
Portfolio Management
Investment Status Report - Investments
January 31, 2020

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
Commercial Paper Disc. -Amortizing												
22533THA7	19198	CACPNY	10,000,000.00	1.780	08/10/2020	12/06/2019	1.829	1.855	9,905,561.11		9,877,377.78	9,905,561.11
22533TJ15	19203	CACPNY	10,000,000.00	1.780	09/01/2020	12/09/2019	1.830	1.855	9,894,683.33		9,867,983.33	9,894,683.33
22533TBB1	19233	CACPNY	25,000,000.00	1.890	02/11/2020	12/19/2019	1.895	1.922	24,986,875.00		24,929,125.00	24,986,875.00
22533TB39	19308	CACPNY	65,000,000.00	1.550	02/03/2020	01/31/2020	1.550	1.572	64,994,402.78		64,991,604.17	64,994,402.78
2254EAH63	19197	CS	20,000,000.00	1.800	08/06/2020	12/06/2019	1.850	1.875	19,813,000.00		19,756,000.00	19,813,000.00
62479LE43	19159	MUFGBK	20,000,000.00	1.860	05/04/2020	11/14/2019	1.877	1.903	19,903,900.00		19,822,266.67	19,903,900.00
62479LF91	19167	MUFGBK	10,000,000.00	1.850	06/09/2020	11/19/2019	1.891	1.918	9,933,708.34		9,895,680.56	9,933,708.34
62479LGN9	19285	MUFGBK	20,000,000.00	1.720	07/22/2020	01/22/2020	1.735	1.759	19,835,644.45		19,826,088.89	19,835,644.45
89233GEJ1	19119	TOYCC	10,000,000.00	1.900	05/18/2020	10/17/2019	1.952	1.979	9,943,527.78		9,887,055.56	9,943,527.78
Commercial Paper Disc. -Amortizing Totals			**275,000,000.00**				**1.711**	**1.734**	**274,086,394.46**	**0.00**	**273,630,430.57**	**274,086,394.46**
Federal Agency Disc. -Amortizing												
313384B81	19179	FHDN	10,000,000.00	1.590	08/13/2020	11/27/2019	1.627	1.649	9,916,800.00		9,885,166.67	9,914,316.67
313384ZK8	19196	FHDN	10,000,000.00	1.500	07/15/2020	12/06/2019	1.533	1.554	9,928,900.00		9,907,500.00	9,931,250.00
313384XT1	19286	FHDN	10,000,000.00	1.540	06/05/2020	01/22/2020	1.570	1.592	9,946,400.00		9,942,250.00	9,946,527.78
313384XP9	19169	FHLB	10,000,000.00	1.530	06/01/2020	11/21/2019	1.563	1.585	9,948,100.00		9,917,975.00	9,948,575.00
313384A66	19192	FHLB	10,000,000.00	1.500	08/03/2020	12/05/2019	1.533	1.555	9,921,100.00		9,899,166.67	9,923,333.34
313384XW4	19206	FHLB	10,000,000.00	1.510	06/08/2020	12/10/2019	1.543	1.564	9,945,100.00		9,924,080.56	9,946,311.11
313384YV5	19170	FHLBDN	10,000,000.00	1.565	07/01/2020	11/21/2019	1.600	1.622	9,935,000.00		9,903,056.94	9,934,356.94
313384ZC6	19171	FHLBDN	10,000,000.00	1.510	07/08/2020	11/21/2019	1.543	1.565	9,932,000.00		9,903,527.78	9,933,727.78
313384ZE2	19184	FHLBDN	10,000,000.00		07/10/2020	12/03/2019	1.559	1.580	9,931,100.00		9,907,111.11	9,932,444.44
313384E54	19287	FHLBDN	10,000,000.00	1.520	09/03/2020	01/22/2020	1.554	1.575	9,908,900.00		9,905,000.00	9,909,222.22
313396YW7	19173	FMCDN	10,000,000.00	1.510	07/02/2020	11/21/2019	1.543	1.565	9,934,600.00		9,906,044.44	9,936,244.44
313396ZA4	19195	FMCDN	20,000,000.00	1.510	07/06/2020	12/06/2019	1.543	1.565	19,865,600.00		19,821,316.67	19,869,133.34
313396B51	19186	FREDN	10,000,000.00	1.520	08/10/2020	12/03/2019	1.554	1.576	9,918,100.00		9,894,022.22	9,919,355.55
313396A86	19187	FREDN	10,000,000.00	1.520	08/05/2020	12/03/2019	1.554	1.576	9,920,300.00		9,896,133.33	9,921,466.66
313396YN7	19271	FREDN	10,000,000.00		06/24/2020	01/15/2020	1.530	1.552	9,938,100.00		9,932,022.22	9,939,200.00
Federal Agency Disc. -Amortizing Totals			**160,000,000.00**				**1.556**	**1.577**	**158,890,100.00**	**0.00**	**158,544,373.61**	**158,905,465.27**
Treasury Discounts -Amortizing												
912796SV2	19096	T	10,000,000.00	1.738	06/18/2020	10/01/2019	1.780	1.805	9,943,300.00		9,873,995.00	9,933,376.67
912796SR1	19097	T	10,000,000.00	1.740	05/21/2020	10/01/2019	1.781	1.806	9,954,200.00		9,887,383.33	9,946,833.33
912796SV2	19149	T	10,000,000.00	1.487	06/18/2020	11/05/2019	1.520	1.541	9,943,300.00		9,906,649.44	9,942,998.33
912796SR1	19150	T	10,000,000.00	1.485	05/21/2020	11/05/2019	1.517	1.538	9,954,200.00		9,918,325.00	9,954,625.00
912796SZ3	19180	USTB	10,000,000.00	1.525	07/16/2020	11/27/2019	1.559	1.581	9,932,000.00		9,901,722.22	9,929,680.55

General Fund
Portfolio Management
Investment Status Report - Investments
January 31, 2020

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
Treasury Discounts -Amortizing												
912796TJ8	19185	USTB	10,000,000.00	1.535	09/10/2020	12/03/2019	1.571	1.593	9,909,300.00		9,879,758.33	9,905,341.66
912796TD1	19189	USTB	10,000,000.00	1.495	08/13/2020	12/04/2019	1.529	1.550	9,919,700.00		9,894,934.72	9,919,436.11
912796SZ3	19190	USTB	10,000,000.00	1.500	07/16/2020	12/04/2019	1.533	1.554	9,932,000.00		9,906,250.00	9,930,833.33
Treasury Discounts -Amortizing Totals			**80,000,000.00**				**1.599**	**1.621**	**79,488,000.00**	**0.00**	**79,169,018.04**	**79,463,124.98**
Local Agency Bond												
SYS16098	16098	ACK	6,322,593.59	2.800	04/03/2037	04/03/2017	2.762	2.800	6,727,581.00		6,322,593.59	6,322,593.59
SYS17042	17042	MIDPL	319,635.01	2.850	12/21/2027	12/21/2017	2.811	2.850	339,867.59		319,635.01	319,635.01
SYS18093	18093	MIDPL	889,327.97	3.000	01/16/2029	01/16/2019	2.959	3.000	959,849.01		889,327.97	889,327.97
16115	16115	NEWC	2,834,245.96	2.800	06/30/2047	06/30/2017	2.762	2.800	2,879,531.54		2,834,245.96	2,834,245.96
SYS19127	19127	P HILL	482,658.19	3.000	10/21/2024	10/21/2019	2.959	3.000	482,658.19		482,658.19	482,658.19
Local Agency Bond Totals			**10,848,460.72**				**2.788**	**2.827**	**11,389,487.33**	**0.00**	**10,848,460.72**	**10,848,460.72**
Local Agency Bonds												
SYS15022	15022	MFJPA	71,028,392.86	3.471	04/01/2036	04/01/2015	3.471	3.519	76,812,838.63		71,028,392.86	71,028,392.86
SYS17034	17034	PIONE	14,405,000.00	2.650	06/01/2023	12/14/2017	2.650	2.687	17,567,430.49		14,405,000.00	14,405,000.00
Local Agency Bonds Totals			**85,433,392.86**				**3.333**	**3.379**	**94,380,269.12**	**0.00**	**85,433,392.86**	**85,433,392.86**
Rolling Repurchase Agreements - 2												
SYS000SWEEP3	SWEEP3	WF	17,537,789.45	0.180		03/01/2018	0.180	0.183	17,537,789.45		17,537,789.45	17,537,789.45
Rolling Repurchase Agreements - 2 Totals			**17,537,789.45**				**0.180**	**0.183**	**17,537,789.45**	**0.00**	**17,537,789.45**	**17,537,789.45**
mPower Placer												
2016NR-A	2016NR-A	MPP	3,668,229.56	3.000	09/02/2037	08/04/2016	3.000	3.042	3,477,896.87		3,668,229.56	3,668,229.56
2017 NR	2017 NR	MPP	236,554.98	3.000	09/02/2038	07/06/2017	3.000	3.042	215,477.08		236,554.98	236,554.98
2017 R	2017 R	MPP	235,349.73	3.000	09/02/2038	07/06/2017	3.000	3.042	222,761.81		235,349.73	235,349.73
2018 NR	2018 NR	MPP	46,344.27	4.500	09/02/2039	07/26/2018	4.500	4.563	41,987.95		46,344.27	46,344.27
2018 R	2018 R	MPP	311,440.89	4.500	09/02/2039	07/12/2018	4.500	4.563	337,948.87		311,440.89	311,440.89
2018 S-NR	18003	PIONE	409,651.01	4.500	09/02/2039	08/09/2018	4.500	4.563	442,028.19		409,651.01	409,651.01
2017 S NR	2017 S-NR	PIONE	134,562.33	3.000	09/02/2038	09/28/2017	3.000	3.042	128,331.02		134,562.33	134,562.33
2017 S-R	2017 S-R	PIONE	4,089,420.65	3.000	09/02/2038	07/06/2017	3.000	3.042	3,878,108.02		4,089,420.65	4,089,420.65
2018 S-R	2018 S-R	PIONE	5,068,804.00	4.500	09/02/2039	07/12/2018	4.500	4.563	5,492,571.22		5,068,804.00	5,068,804.00
2019-20 NR	2019-20 NR	PIONE	544,507.23	4.500	09/02/2040	07/18/2019	4.500	4.563	544,507.23		544,507.23	544,507.23
2019-20 R-1	2019-20 R-1	PIONE	1,823,438.56	4.500	09/02/2040	07/11/2019	4.500	4.563	1,823,438.56		1,823,438.56	1,823,438.56

General Fund
Portfolio Management
Investment Status Report - Investments
January 31, 2020

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
mPower Placer												
2016S R-1	2016S R-1	SVEA	343,632.38	3.000	09/02/2037	01/26/2017	3.000	3.042	326,255.23		343,632.38	343,632.38
		mPower Placer Totals	**16,911,935.59**				**3.728**	**3.779**	**16,931,312.05**	**0.00**	**16,911,935.59**	**16,911,935.59**
mPower - Folsom												
2016-IA3 #2	2016-IA3 #2	MPF	186,624.33	1.250	09/02/2037	07/14/2016	1.250	1.267	177,127.39		186,624.33	186,624.33
2017-IA3 #3	2017-IA3 #3	MPF	215,516.51	1.250	09/02/2038	07/27/2017	1.250	1.267	193,260.34		215,516.51	215,516.51
MFIA-2 NR	IA2-NR	MPF	1,427,282.67	2.000	09/02/2036	08/06/2015	2.000	2.028	1,403,556.95		1,427,282.67	1,427,282.67
MFIA-3	MFIA-3	MPF	575,653.01	2.000	09/02/2036	09/01/2015	2.000	2.028	538,786.46		575,653.01	575,653.01
MF R-1	MFR-1	MPF	247,717.06	2.000	09/02/2036	09/01/2015	2.000	2.028	245,676.12		247,717.06	247,717.06
		mPower - Folsom Totals	**2,652,793.58**				**1.886**	**1.913**	**2,558,407.26**	**0.00**	**2,652,793.58**	**2,652,793.58**
		Investment Totals	**1,542,725,661.97**				**1.847**	**1.873**	**1,550,430,242.39**	**115,318.48**	**1,538,469,554.85**	**1,540,159,985.18**

General Fund
Portfolio Management
Investment Status Report - Cash
January 31, 2020

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Market Value	Accrued Interest At Purchase	Current Principal	Book Value
Cash at Bank												
SYS00000	00000	PLACER	14,525,201.00				0.000	0.000	14,525,201.00		14,525,201.00	14,525,201.00
Undeposited Receipts												
SYS00000VAULT	00000VAULT	PLACER	2,224,909.84				0.000	0.000	2,224,909.84		2,224,909.84	2,224,909.84
		Cash Totals	**16,750,110.84**							**0.00**	**16,750,110.84**	**16,750,110.84**
	Total Cash and Investments		**1,559,475,772.81**				**1.847**	**1.873**	**1,567,180,353.23**	**115,318.48**	**1,555,219,665.69**	**1,556,910,096.02**

General Fund
Purchases Report
Sorted by Fund - Fund
January 1, 2020 - January 31, 2020

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
General Fund													
63873JA34	19253	1010	ACP	NATXNY	100,000,000.00	01/02/2020	01/03 - At Maturity	99,995,750.00		1.530	01/03/2020	1.530	0.00
21687AA37	19252	1010	ACP	RABONY	50,000,000.00	01/02/2020	01/03 - At Maturity	49,997,916.67		1.500	01/03/2020	1.500	0.00
63873JA67	19254	1010	ACP	NATXNY	110,000,000.00	01/03/2020	01/06 - At Maturity	109,985,975.00		1.530	01/06/2020	1.530	0.00
21687AA60	19255	1010	ACP	RABONY	25,000,000.00	01/03/2020	01/06 - At Maturity	24,996,875.00		1.500	01/06/2020	1.500	0.00
63873JA75	19256	1010	ACP	NATXNY	120,000,000.00	01/06/2020	01/07 - At Maturity	119,994,900.00		1.530	01/07/2020	1.530	0.00
21687AA78	19257	1010	ACP	RABONY	40,000,000.00	01/06/2020	01/07 - At Maturity	39,998,322.22		1.510	01/07/2020	1.510	0.00
63873JA83	19259	1010	ACP	NATXNY	120,000,000.00	01/07/2020	01/08 - At Maturity	119,994,900.00		1.530	01/08/2020	1.530	0.00
21687AA86	19258	1010	ACP	RABONY	50,000,000.00	01/07/2020	01/08 - At Maturity	49,997,902.78		1.510	01/08/2020	1.510	0.00
63873JA91	19261	1010	ACP	NATXNY	120,000,000.00	01/08/2020	01/09 - At Maturity	119,994,900.00		1.530	01/09/2020	1.530	0.00
21687AA94	19260	1010	ACP	RABONY	40,000,000.00	01/08/2020	01/09 - At Maturity	39,998,322.22		1.510	01/09/2020	1.510	0.00
63873JAA8	19263	1010	ACP	NATXNY	120,000,000.00	01/09/2020	01/10 - At Maturity	119,994,900.00		1.530	01/10/2020	1.530	0.00
21687AAA1	19262	1010	ACP	RABONY	60,000,000.00	01/09/2020	01/10 - At Maturity	59,997,483.34		1.510	01/10/2020	1.510	0.00
63873JAD2	19265	1010	ACP	NATXNY	120,000,000.00	01/10/2020	01/13 - At Maturity	119,984,800.01		1.520	01/13/2020	1.520	0.00
21687AAD5	19264	1010	ACP	RABONY	70,000,000.00	01/10/2020	01/13 - At Maturity	69,991,191.66		1.510	01/13/2020	1.510	0.00
63873JAE0	19266	1010	ACP	NATXNY	125,000,000.00	01/13/2020	01/14 - At Maturity	124,994,722.22		1.520	01/14/2020	1.520	0.00
21687AAE3	19267	1010	ACP	RABONY	125,000,000.00	01/13/2020	01/14 - At Maturity	124,994,756.95		1.510	01/14/2020	1.510	0.00
63873JAF7	19268	1010	ACP	NATXNY	120,000,000.00	01/14/2020	01/15 - At Maturity	119,994,933.34		1.520	01/15/2020	1.520	0.00
74433GAP1	19269	1010	ACP	PRU	125,000,000.00	01/14/2020	01/23 - At Maturity	124,952,187.50		1.530	01/23/2020	1.531	0.00
313396YN7	19271	1010	AFD	FREDN	10,000,000.00	01/15/2020	06/24 - At Maturity	9,932,022.22			06/24/2020	1.530	9,939,200.00
63873JAG5	19273	1010	ACP	NATXNY	100,000,000.00	01/15/2020	01/16 - At Maturity	99,995,777.78		1.520	01/16/2020	1.520	0.00
21687AAG8	19272	1010	ACP	RABONY	55,000,000.00	01/15/2020	01/16 - At Maturity	54,997,693.06		1.510	01/16/2020	1.510	0.00
912828N89	19270	1010	TRC	T	10,000,000.00	01/15/2020	01/31 - 07/31	9,977,343.75	Received	1.375	01/31/2021	1.595	9,978,352.01
63873JAH3	19277	1010	ACP	NATXNY	125,000,000.00	01/16/2020	01/17 - At Maturity	124,994,722.22		1.520	01/17/2020	1.520	0.00
65558TSZ9	19274	1010	NCB	NORHNY	25,000,000.00	01/16/2020	01/15 - At Maturity	25,000,000.00		1.750	01/15/2021	1.750	25,000,000.00
21687AAH6	19278	1010	ACP	RABONY	30,000,000.00	01/16/2020	01/17 - At Maturity	29,998,741.67		1.510	01/17/2020	1.510	0.00
78012USS5	19276	1010	NCB	RY	25,000,000.00	01/16/2020	01/15 - At Maturity	25,000,000.00		1.740	01/15/2021	1.740	25,000,000.00
95001KGD0	19275	1010	NCB	WFFB	25,000,000.00	01/16/2020	01/15 - At Maturity	25,000,000.00		1.750	01/15/2021	1.750	25,000,000.00
63873JAM2	19280	1010	ACP	NATXNY	125,000,000.00	01/17/2020	01/21 - At Maturity	124,978,888.89		1.520	01/21/2020	1.520	0.00
21687AAM5	19279	1010	ACP	RABONY	50,000,000.00	01/17/2020	01/21 - At Maturity	49,991,611.11		1.510	01/21/2020	1.510	0.00
63873JAN0	19282	1010	ACP	NATXNY	125,000,000.00	01/21/2020	01/22 - At Maturity	124,994,722.22		1.520	01/22/2020	1.520	0.00
21687AAN3	19281	1010	ACP	RABONY	80,000,000.00	01/21/2020	01/22 - At Maturity	79,996,644.45		1.510	01/22/2020	1.510	0.00
313384XT1	19286	1010	AFD	FHDN	10,000,000.00	01/22/2020	06/05 - At Maturity	9,942,250.00		1.540	06/05/2020	1.570	9,946,527.78

Received = Accrued Interest at Purchase was received by report ending date.

General Fund
Purchases Report
January 1, 2020 - January 31, 2020

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
General Fund													
313384E54	19287	1010	AFD	FHLBDN	10,000,000.00	01/22/2020	09/03 - At Maturity	9,905,000.00		1.520	09/03/2020	1.554	9,909,222.22
62479LGN9	19285	1010	ACP	MUFGBK	20,000,000.00	01/22/2020	07/22 - At Maturity	19,826,088.89		1.720	07/22/2020	1.735	19,835,644.45
63873JAP5	19289	1010	ACP	NATXNY	120,000,000.00	01/22/2020	01/23 - At Maturity	119,994,933.34		1.520	01/23/2020	1.520	0.00
21687AAP8	19288	1010	ACP	RABONY	25,000,000.00	01/22/2020	01/23 - At Maturity	24,998,951.39		1.510	01/23/2020	1.510	0.00
912796XA2	19283	1010	TRC	USTB	10,000,000.00	01/22/2020	03/10 - At Maturity	9,980,000.00		1.500	03/10/2020	3.027	9,984,166.67
912796TH2	19284	1010	TRC	USTB	10,000,000.00	01/22/2020	03/05 - At Maturity	9,981,963.89		1.510	03/05/2020	3.046	9,986,158.33
09659BAQ3	19290	1010	ACP	BNPPNY	50,000,000.00	01/23/2020	01/24 - At Maturity	49,997,916.67		1.500	01/24/2020	1.500	0.00
21687AAQ6	19291	1010	ACP	RABONY	100,000,000.00	01/23/2020	01/24 - At Maturity	99,995,805.56		1.510	01/24/2020	1.510	0.00
22533TAT3	19292	1010	ACP	CACPNY	45,000,000.00	01/24/2020	01/27 - At Maturity	44,994,337.50		1.510	01/27/2020	1.510	0.00
21687AAT0	19293	1010	ACP	RABONY	100,000,000.00	01/24/2020	01/27 - At Maturity	99,987,416.66		1.510	01/27/2020	1.510	0.00
22533YAU0	19298	1010	ACP	CACPNY	45,000,000.00	01/27/2020	01/28 - At Maturity	44,998,112.50		1.510	01/28/2020	1.510	0.00
3130AHY98	19295	1010	FAC	FHLB	10,000,000.00	01/27/2020	07/27 - 01/27	9,994,100.00		1.500	01/27/2021	1.560	9,994,165.56
3130AHY98	19296	1010	FAC	FHLB	10,000,000.00	01/27/2020	07/27 - 01/27	9,994,100.00		1.500	01/27/2021	1.560	9,994,165.56
21687AAU7	19297	1010	ACP	RABONY	100,000,000.00	01/27/2020	01/28 - At Maturity	99,995,805.56		1.510	01/28/2020	1.510	0.00
82487BCX1	19294	1010	NCB	SHIZNY	20,000,000.00	01/27/2020	04/23 - At Maturity	20,000,000.00		1.820	04/23/2020	1.820	20,000,000.00
22533TAV8	19299	1010	ACP	CACPNY	40,000,000.00	01/28/2020	01/29 - At Maturity	39,998,322.22		1.510	01/29/2020	1.510	0.00
21687AAV5	19300	1010	ACP	RABONY	125,000,000.00	01/28/2020	01/29 - At Maturity	124,994,756.95		1.510	01/29/2020	1.510	0.00
22533TAW6	19301	1010	ACP	CACPNY	40,000,000.00	01/29/2020	01/30 - At Maturity	39,998,322.22		1.510	01/30/2020	1.510	0.00
21687AAW3	19302	1010	ACP	RABONY	125,000,000.00	01/29/2020	01/30 - At Maturity	124,994,756.95		1.510	01/30/2020	1.510	0.00
09659BAX8	19305	1010	ACP	BNPPNY	70,000,000.00	01/30/2020	01/31 - At Maturity	69,996,986.11		1.550	01/31/2020	1.550	0.00
60710AJQ6	19304	1010	NCB	MIZBNK	20,000,000.00	01/30/2020	05/27 - At Maturity	20,000,636.40	2,833.33	1.700	05/27/2020	1.690	20,003,458.94
21687AAX1	19306	1010	ACP	RABONY	125,000,000.00	01/30/2020	01/31 - At Maturity	124,994,618.05		1.550	01/31/2020	1.550	0.00
9128283X6	19303	1010	TRC	UST	10,000,000.00	01/30/2020	02/15 - 08/15	10,076,171.88	102,717.39	2.250	02/15/2021	1.511	10,178,490.46
09659BB33	19307	1010	ACP	BNPPNY	65,000,000.00	01/31/2020	02/03 - At Maturity	64,991,604.17		1.550	02/03/2020	1.550	64,994,402.78
22533TB39	19308	1010	ACP	CACPNY	65,000,000.00	01/31/2020	02/03 - At Maturity	64,991,604.17		1.550	02/03/2020	1.550	64,994,402.78
				Subtotal	**3,795,000,000.00**			**3,794,343,467.36**	**105,550.72**				**354,738,357.54**
				Total Purchases	**3,795,000,000.00**			**3,794,343,467.36**	**105,550.72**				**354,738,357.54**

PLACER COUNTY 2019/20
Summary by Issuer
January 31, 2020

Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
Apple Inc.	1	10,000,000.00	9,917,360.00	0.64	2.532	388
Ackerman School District	1	6,322,593.59	6,322,593.59	0.41	2.800	6,271
Bank of Montreal Chicago	1	10,000,000.00	10,000,000.00	0.64	1.950	17
BNP PARIBAS FORTIS SA/NY	1	20,000,000.00	19,785,644.44	1.27	1.895	118
BNP PARIBAS NY	1	65,000,000.00	64,991,604.17	4.18	1.572	2
Credit Agricole CIB	4	110,000,000.00	109,666,090.28	7.05	1.702	40
Credit Suisse New York	2	30,000,000.00	29,756,000.00	1.91	1.896	182
FEDERAL FARM CREDIT BANK	9	90,000,000.00	89,912,500.00	5.78	1.590	436
Federal Home Loan Bank - Disc	3	30,000,000.00	29,734,916.67	1.91	1.599	161
FEDERAL HOME LOAN BANK	15	150,000,000.00	149,700,422.23	9.63	1.562	388
Federal Home Loan Bank Discoun	4	40,000,000.00	39,618,695.83	2.55	1.586	171
FED HOME LOAN MORT CORP	7	70,000,000.00	70,000,000.00	4.50	1.604	521
FED HM LN MTG CORP DISC NOTE	2	30,000,000.00	29,727,361.11	1.91	1.565	155
FEDERAL NATIONAL MORT. ASSOC	9	90,000,000.00	89,975,000.00	5.79	1.503	363
Freddie Discount	3	30,000,000.00	29,722,177.77	1.91	1.568	174
Five Star Bank - PIMMA	1	5,000,000.00	5,000,000.00	0.32	2.043	1
IBM CORP	1	10,000,000.00	9,784,600.00	0.63	2.095	104
Johnson & Johnson	1	10,000,000.00	9,778,500.00	0.63	2.400	394
Lloyds Bank Corp Mkts NY	1	20,000,000.00	20,000,000.00	1.29	2.018	177
Middle Fork JPA	1	71,028,392.86	71,028,392.86	4.57	3.519	5,904
Mid Placer Public School Trans	2	1,208,962.98	1,208,962.98	0.08	2.960	3,168
Mizuho Bank LTD	5	60,000,000.00	60,000,636.40	3.86	1.849	147
mPower Folsom	5	2,652,793.58	2,652,793.58	0.17	1.913	6,143

PLACER COUNTY 2019/20
Summary by Issuer
January 31, 2020

Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
mPower Placer	8	9,799,954.05	9,845,573.05	0.63	3.719	6,172
MUFG BANK LTD/NY	3	50,000,000.00	49,544,036.12	3.19	1.848	132
Newcastle Elementary SD	1	2,834,245.96	2,834,245.96	0.18	2.800	10,011
Nordea Bank NY	1	25,000,000.00	25,000,000.00	1.61	1.774	349
Placer Hills Fire Protection	1	482,658.19	482,658.19	0.03	3.000	1,724
Public Finance Authority	1	3,039,255.15	3,100,040.25	0.20	4.894	6,817
Pioneer Community Energy	7	26,475,383.78	26,475,383.78	1.70	3.299	3,897
PLACER COUNTY CASH	2	16,750,110.84	16,750,110.84	1.08	0.000	1
River City Bank	1	3,000,000.00	3,000,000.00	0.19	2.231	76
River Valley Community Bank	1	3,000,000.00	3,000,000.00	0.19	2.535	90
Royal Bank of Canada	2	35,000,000.00	35,000,000.00	2.25	1.781	306
SKANDINAV ENSKILDA BK NY	1	20,000,000.00	20,000,000.00	1.29	1.855	198
Shizuoka Bank New York	1	20,000,000.00	20,000,000.00	1.29	1.845	82
SOCIETEGENERALE NY	1	20,000,000.00	20,000,000.00	1.29	2.626	2
Standard Chartered Bank NY	2	40,000,000.00	40,000,000.00	2.57	2.043	101
Sierra Valley Energy Authority	1	343,632.38	343,632.38	0.02	3.042	6,423
U.S TREASURY N/B	9	90,000,000.00	89,733,618.40	5.77	1.727	325
TORONTO DOMINION BANK NY	2	30,000,000.00	30,000,000.00	1.93	1.879	99
Toyota Motor Credit Corp	1	10,000,000.00	9,887,055.56	0.64	1.979	107
TOYOTA MOTOR CREDIT	2	20,000,000.00	19,937,500.00	1.28	2.766	836
U. S. TREASURY COUPON	6	60,000,000.00	59,919,140.64	3.85	1.661	454
U. S. TREASURY BILL	6	60,000,000.00	59,544,629.16	3.83	2.061	136
WELLS FARGO BANK	1	17,537,789.45	17,537,789.45	1.13	0.182	1
Wells Fargo Bank NA	1	25,000,000.00	25,000,000.00	1.61	1.774	349
Royal Bank of Canada NY	1	10,000,000.00	10,000,000.00	0.64	1.835	130
Total and Average	**143**	**1,559,475,772.81**	**1,555,219,665.69**	**100.00**	**1.853**	**674**

PUBLIC

HEARING

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 Hearing Regarding the Western Placer Unified School District Intent to Adopt and Levy Increased Statutory Developer Fees and 2020 School Facility Fee Justification Report

AGENDA ITEM AREA:
Public Hearing

REQUESTED BY:
Michael Adell
Director of Facilities

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Developer Fees

MEETING DATE:
March 3, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

The Western Placer Unified School District is authorized to collect developer fees (referred to as Level I fees) as established by the State Allocation Board to assist in financing school facilities to serve students generated from new residential and commercial/industrial development. In order to qualify to collect Level I fees, the District must complete a School Facility Fee Justification Report (Report) and have it adopted by the Board of Trustees.

The attached report shows the District is justified to collect Level I Fees at a rate of $4.08 per square foot for residential and $0.66 per square foot for commercial/industrial development.

Per California Government Code 66016-66018, prior to adoption of the report, the Board of Trustees must hold a public hearing. At the public hearing the Board shall consider oral statements and/or written documentation made or filed by any interested party for or against the adoption of the increased statutory developer fees. The public hearing was noticed in the local newspaper for two successive weeks and posted in the District Office kiosk and District website 10 days prior to the hearing.

RECOMMENDATION:

Staff recommends the Board of Trustees hold a public hearing regarding the Western Placer Unified School District intent to adopt and levy increased statutory developer fees and the 2020 School Facility Fee Justification Report.

PUBLIC NOTICE
PUBLIC HEARING REGARDING WESTERN PLACER UNIFIED SCHOOL DISTRICT'S INTENT TO ADOPT AND LEVY INCREASED STATUTORY DEVELOPER FEES AND 2020 DEVELOPER FEE JUSTIFICATION STUDY (GOVERNMENT CODE §§ 66016 & 66018)

At its January 22, 2020 meeting, the State Allocation Board determined that based on the adjustments for inflation, the assessment for developer fees should be set at a maximum fee of Four Dollars and Eight Cents ($4.08) per square foot of assessable space for residential developments and Sixty-Six Cents ($0.66) per square foot for commercial and industrial developments.

NOTICE IS HEREBY GIVEN that the Board of Trustees has scheduled a public hearing concerning the issue of adoption of the increased fees and the 2020 Developer Fee Justification Study on March 3, 2020, at 7:00 p.m., which is a regularly scheduled meeting of the Board. The Public Hearing will take place at the WPUSD District Office/City Hall Building located at 600 Sixth Street, 3rd Floor, Lincoln, California, after which the Board of Trustees will determine whether to levy and collect the increased developer fees.

The Board of Trustees shall consider all oral statements and all written documentation made or filed by any interested party for or against the adoption of the increased statutory developer fees. At least ten (10) days prior to the meeting, the public data indicating the amount of cost, or estimated cost, required to provide the service for which the increased fee or service charge is levied and the revenue sources anticipated to provide the service, including general fund revenues, shall be available for inspection at the WPUSD District Office located at 600 Sixth Street, 4th Floor, Lincoln, CA, 95648.

SCHOOL FACILITY FEE JUSTIFICATION REPORT FOR RESIDENTIAL, COMMERCIAL & INDUSTRIAL DEVELOPMENT PROJECTS

for the

WESTERN PLACER UNIFIED SCHOOL DISTRICT

February 2020

Prepared by
School Facility Consultants

DRAFT

SCHOOL FACILITY FEE JUSTIFICATION REPORT

FOR RESIDENTIAL, COMMERCIAL & INDUSTRIAL

DEVELOPMENT PROJECTS

for the

WESTERN PLACER UNIFIED SCHOOL DISTRICT

February 2020

Prepared for
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TABLE OF CONTENTS

Executive Summary 1

Introduction 2
- A. Purpose and Scope 2
- B. Brief Description of the Western Placer Unified School District 2
- C. Data Sources 3
- D. Outline of the Report 3

I. District Facility Needs 4
- A. Five-Year Enrollment Projection 4
  - 1) Enrollment History 4
  - 2) Enrollment Projection 4
- B. Pupil Capacity of District Facilities 5
  - 1) Classroom Loading Standards 5
  - 2) Classroom Capacity 5
  - 3) Percent Utilization 6
- C. District Facility Requirements 6
- D. Plan for Fulfilling School Facility Needs 7

II. Financial Impact on the District of Future Residential Development 8
- A. Number of Students per New Housing Unit 8
- B. Cost of Providing School Facilities 8
- C. Cost of Providing School Facilities per K-12 Student Generated by Future Development 9
- D. Cost of Providing School Facilities per New Residential Housing Unit 9
- E. Cost of Providing School Facilities per Square Foot of Future Residential Development 10

III. Revenue from Fees on Residential Development Versus Costs of School Facilities 11
- A. Fee Revenue from Residential Development Over the Next Five Years 11
- B. Fee Revenue from Additions to Existing Residences 11
- C. Fee Revenue from Reconstruction and Redevelopment 12
- D. School Facility Costs Generated by Residential Development Over the Next Five Years 12
- E. School Facility Costs Generated by Additions to Existing Residences 12
- F. School Facility Costs Generated by Reconstruction and Redevelopment 12
- G. Extent of Mitigation of School Facility Costs Provided by Level I Residential Fees 12
- H. Senior Citizen Restricted Housing 13

IV. Financial Effect on the District of New Commercial/Industrial Development 14
- A. Employees per Square Foot of Development 14
- B. Percentage of Employees Residing Within the District 15
- C. Number of Households per Employee 15
- D. Number of Students per Dwelling Unit 15

E. School Facility Cost per Pupil 15
F. School Facility Cost per Square Foot of Commercial/Industrial Development 15
G. Calculating School Facility Cost of Commercial/Industrial Development with Residential Fee Offset 16

V. Findings 18
A. Government Code Section 66001(a)(1) - Purpose of the Fee 18
B. Government Code Section 66001(a)(2) - Use of the Fee 18
C. Government Code Section 66001(a)(3) - Relationship Between the Fee's Use and the Type of Project Upon Which the Fee is Imposed 18
D. Government Code Section 66001(a)(4) - Relationship Between the Need for the Public Facility and the Type of Project Upon Which the Fee is Imposed 19
E. Government Code Section 66001(b) - Relationship Between the Fee and the Cost of The Public Facility Attributable to the Development on Which the Fee is Imposed 19
F. Other Funding Sources 20
1) General Fund 20
2) State Programs 20
3) General Obligation Bonds 20
4) Parcel Taxes 20
5) Mello-Roos Community Facilities Districts 20
6) Surplus Property 20

VI. Recommendations 21

Appendix: Employee Statistics From the San Diego Association of Governments by Various Categories of Commercial/Industrial Development

EXECUTIVE SUMMARY

The Western Placer Unified School District (District) is justified to collect the legal maximum fee of $4.08 per square foot of residential development as authorized by Government Code Section 65995 (Level I fees), as future residential development creates a school facility cost of $11.15 per square foot. The District is also justified to collect the legal maximum fee of $0.66 per square foot of development on all categories of commercial/industrial development (except rental self-storage), as those categories of development create school facility costs ranging from $2.94 to $12.52 per square foot of future development, even when fees from linked residential units are accounted for. Fees for new rental self-storage should be established on an individual case-by-case basis.

The District's justification for collecting fees on future residential and commercial/industrial development is based on the following facts and projections:

1. The District's projected enrollment is larger than its pupil capacity for K-5 and 9-12 grade groups. The District, therefore, does not have sufficient capacity to house K-5 and 9-12 students generated by future development. These students will require the District to acquire new school facilities.
2. Each square foot of future residential development creates an estimated school facilities cost of $11.15. All categories of commercial/industrial development (except rental self-storage) create an estimated school facilities cost ranging from $2.94 to $12.52 per square foot of commercial/industrial development, even when fees from linked residential units are accounted for.
3. If the District collects the current maximum fee on residential development authorized by Government Code Section 65995 of $4.08 per square foot, fee revenue will offset 36.6 percent of the school facility cost attributable to residential development. If the District collects the current maximum fee on commercial/industrial development authorized by Government Code Section 65995 of $0.66 per square foot, fee revenue will offset from 5.3 percent to 22.4 percent of the school facility cost attributable to commercial/industrial development (except rental self-storage). For both residential and commercial/industrial development, the fees authorized by Government Code Section 65995 are fully justified.

The fees outlined above all meet the requirements of Government Code Section 66001 (the nexus requirements), that is, a reasonable relationship exists between the amount and use of the fees and the developments on which they are charged.

End of Section

INTRODUCTION

This Report analyzes the cost of providing school facilities for students generated by future residential and commercial/industrial development projects in the Western Placer Unified School District (District). *School Facility Consultants* has been retained by the District to conduct the analysis and prepare this Report.

A. Purpose and Scope

The purpose of this Report is to show that the District meets pertinent requirements of State law regarding the collection of developer fees.

State law gives school districts the authority to charge fees on new residential and commercial/industrial developments if those developments generate additional students and cause a need for additional school facilities. Government Code Section 65995 authorizes school districts to collect fees on future development of no more than $4.08 per square foot for residential construction and $0.66 for commercial/industrial construction (Level I fees). Level I fees are adjusted every two years according to the inflation rate for Class B construction as determined by the State Allocation Board. Government Code Section 66001 requires that a reasonable relationship exist between the amount and use of the fees and the development on which the fees are to be charged.

This Report:

- identifies the cost of providing school facilities for students generated by future residential and commercial/industrial development in order to justify the collection of fees on those developments and
- explains the relationship between the fees and the developments on which those fees are to be charged.

B. Brief Description of the Western Placer Unified School District

The Western Placer Unified School District is located in Placer County. District boundaries may be seen in greater detail on maps available at the District Office.

The District currently serves over, 7400 students in grades K-12 and operates seven elementary schools, two middle schools, one comprehensive high school, and one continuation high school.

Opportunities for new residential development exist in the District, and 350 new residential units are anticipated to be subject to Level I fees, are currently projected to be built in the District over the next five years.

To accommodate this future residential development, the District plans to construct new elementary, middle and high school campuses. In addition, the District may purchase or lease portable classrooms to use for interim housing while permanent facilities are being constructed.

C. Data Sources

The data sources for this Report are listed in the table below and referenced throughout the Report.

Data Sources

Data Type	Data Source
Residential development rates	County of Placer; City of Lincoln; Placer County Assessor Information; Western Placer Unified School District (WPUSD); Local development project information
Commercial/industrial development rates	WPUSD Developer Fee Collection Data
Enrollment history	CBEDS, WPUSD
Pupil capacity of District schools	WPUSD
Student generation rates for housing units	WPUSD student address data and Placer County Assessor data; United States Census
Employees per square foot of commercial/industrial development	San Diego Association of Governments
Number of workers per household	United States Census

D. Outline of the Report

The Report is divided into six sections. The sections:

1. Identify the District's school facility needs,
2. Calculate the financial impact on the District of future residential and commercial/industrial developments,
3. Compare the projected revenues from developer fees to the costs of providing facilities for students generated by future developments,
4. Show that the District satisfies the requirements of Government Code Section 66001 with respect to the collection of developer fees,
5. Summarize other potential funding sources for school facilities, and
6. Present recommendations regarding the collection of developer fees.

End of Section

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I. DISTRICT FACILITY NEEDS

This Section describes the District's requirements for school facilities. Specifically, the following subsections:

A) Project the District's future enrollment over the next five-year period (through 2024/25),
B) Identify the District's current capacity,
C) Subtract the District's projected enrollment from the District's capacity to calculate the District's facility needs, and
D) Describe the District's plan to fulfill its facility needs.

A. Five-Year Enrollment Projection

1) Enrollment History

The Report uses the California Basic Educational Data Systems (CBEDS) to track the District's total enrollment over the last five years (see Table 1-1). Total District enrollment has increased by 731 students (10.8%) from 2015/16 to 2019/20.

Table 1-1
District Enrollment History

Grade	2015/16	2016/17	2017/18	2018/19	2019/20
K-5	3,291	3,296	3,418	3,453	3,559
6-8	1,644	1,670	1,684	1,721	1,725
9-12	1,810	1,912	2,035	2,128	2,192
Total	**6,745**	**6,878**	**7,137**	**7,302**	**7,476**

2) Enrollment Projection

This Report uses the State School Facility Program Cohort Survival enrollment projection to estimate future enrollment.

Table 1-2 summarizes the 2024/25 enrollment projections for the District.

Table 1-2
Five-Year Enrollment Projections

Grade	Current Year 2019/20	Fifth Year 2024/25	Percent Increase (Decrease)
K-5	3,559	5,092	43.1%
6-8	1,725	1,828	6.0%
9-12	2,192	2,402	9.6%
Total	**7,476**	**9,322**	**24.7 %**

B. Pupil Capacity of District Facilities

The Report calculates the pupil capacity of the District by (1) taking an inventory of the classrooms that are included in the District's long-term facility plans and (2) applying the District's classroom loading standards to that inventory.

1) Classroom Loading Standards

The State School Facility Program classroom loading standards are listed in Table 1-3.

Table 1-3
Loading Standards

Grade Level	Number of Students Per Classroom
K	50
1-3	27
4-5	31
6-8	32
6-8 Lab Rooms	32
9-12	32
Continuation High	19
9-12 Lab Rooms	33
9-12 Shop Rooms	33
Non-Severe Special Day Class	16

Source: Western Placer Unified School District

2) Classroom Capacity

Table 1-4 lists the classroom capacity of the District by grade group. The capacity is determined by multiplying the number of classrooms in the District by the appropriate District loading standard identified in Table 1-3.

The classroom count was established by taking the number of classrooms identified on the District's School Facility Program SAB 50-02, *Existing School Building Capacity* form, Part II, Option B, Line e. (41 K-5 classrooms, 29 6-8 classrooms, 25 9-12 classrooms, and 2 Non-Severe Special Day Class (SDC) classrooms) and adjusting for additional permanent classrooms provided through the construction of the Twelve Bridges Elementary School (29 K-5 classrooms and 1 Non-Severe SDC classroom), the Foskett Ranch Elementary School (28 K-5 classrooms and 1 Non-Severe SDC classroom), the Foskett Ranch Elementary Addition (2 Non-Severe SDC classrooms), the Lincoln High School Addition (5 9-12 classrooms), the Lincoln Crossing Elementary School (26 K-5 classrooms and 1 Non-Severe SDC classroom), the Twelve Bridges Middle School (36 6-8 classrooms and 2 Non-Severe SDC classrooms) and the addition of relocatable classrooms on various campuses (12 K-5 portable classrooms, 5 6-8 portable classrooms and 6 9-12 portable classrooms).

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Table 1-4
Total Seats Through School Facility Program

Grade Group	Number of Classrooms	Number of Pupils Per Classroom	Pupil Capacity
K	17	50	850
1-3	76	27	2,052
4-5	43	31	1,333
6-8	66	32	2,112
6-8 Lab Rooms	4	32	128
9-12	27	32	864
Continuation High	1	19	19
9-12 Lab Rooms	3	33	99
9-12 Shop Rooms	5	33	165
Non Severe SDC	9	16	144
Total	**251**	**N/A**	**7,766**

3) Percent Utilization

Table 1-5 shows the percentage of classroom capacity the District is utilizing by dividing the capacity listed above (Table 1-4) by the District's current enrollment as indicated in the District's October 2019/20 CBEDS enrollment.

Table 1-5
2019/20 Classroom Utilization

Grade Group	Pupil Capacity	2019/20 Enrollment	Percent Utilization
K-5	4,347	3,559	81.9%
6-8	2,272	1,725	75.9%
9-12	1,147	2,192	191.1%
Total	**7,766**	**7,476**	**96.3%**

C. District Facility Requirements

Table 1-6 calculates the District's requirements for school facilities over the next five years by subtracting its current capacity from its projected 2024/25 enrollment.

Table 1-6
District Facility Needs/Unhoused Students

Grade Group	2024/25 Projected Enrollment	District Capacity (Pupils)	Unhoused Students
K-5	5,092	4,347	745
6-8	1,828	2,272	0
9-12	2,402	1,147	1,255
Total	**9,322**	**7,766**	**2,000**

As Table 1-6 shows, in 2024/25, the District will need additional facilities for 745 K-5 students and 1,255 9-12 students.

D. Plan for Fulfilling School Facility Needs

In order to provide facilities for the unhoused students listed in Table 1-6, the District plans to construct new Elementary, Middle, and High School campuses. In addition, the District may lease additional portable classrooms to use for interim housing while permanent school facilities are being constructed.

Table 1-7
District Facility Plan

Projects	Pupil Capacity	Time Frame
New Elementary School	745*	5 years
New High School	1,255**	5 years
Interim Housing	N/A	throughout next 5 years
Total	**2,000**	**N/A**

*Total project capacity equal 800 students for New Elementary School
**Total project capacity equal 2,000 students for New High School

End of Section

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II. FINANCIAL IMPACT ON THE DISTRICT OF FUTURE RESIDENTIAL DEVELOPMENT

This Section quantifies how future residential development financially affects the District.

Future residential development will generate additional students in the District. As shown in the previous section, adequate school facilities do not exist for these students. Future residential development, therefore, financially affects the District by generating a need for additional school facilities that the District must acquire at some cost. This section describes this cost in three ways: (1) dollars per K-12 student generated from future development, (2) dollars per housing unit and (3) dollars per square foot of future development.

In order to calculate the financial effects described above, the Report needs to first calculate the number of students that will live in new housing units in the District and the per-pupil cost of providing school facilities for elementary, middle and high school students.

A. Number of Students per New Housing Unit

This Report calculates the Student Generation Rate (SGR) by comparing (1) the number of students in the District who live in housing units constructed between January 2013 and December 2017, and (2) dividing that number by the total number of housing units constructed over the same time period. This Report uses Placer County Assessor data to derive the housing counts and a District-provided student list to derive the student counts.

Table 1-8 lists the student generation rates for the District.

Table 1-8
Student Generation Rates

Grade Group	Students per Residential Housing Unit
K-5	0.252
6-8	0.074
9-12	0.109
Total	**0.435**

B. Cost of Providing School Facilities

The per-pupil cost of providing school facilities for unhoused students is outlined in Table 1-9. The cost of the District's housing plan is based on the District's historic and anticipated costs for new elementary, middle and high school projects. The District may experience interim housing costs while permanent facilities are being constructed. Interim housing costs, however, are not quantified in this Report.

Table 1-9
Per-pupil Facility Costs for K-12 Students

Grade Group	Project	Total Facility Cost	Pupil Capacity	Per-Pupil Facility Cost
K-5	New Elementary School	$42,980,000	800	$53,725
9-12	New High School	$186,940,000	2,000	$93,470
K-12	Interim Housing Costs	N/A	N/A	N/A

C. Cost of Providing School Facilities per New K-12 Student Generated by Future Development

The Report determines the facility cost of a K-12 student generated by future development by calculating a weighted average of the facility costs for elementary, middle and high school students.

The relative size of the three SGRs for residential housing units tells us that 57.9 percent of students from new units will be elementary students, 17.0 percent will be middle school students and 25.1 percent will be high school students. Table 1-10 weights each per-pupil facility cost by the appropriate percentage and provides a weighted average facility cost for K-12 students from future residential development.

Table 1-10
Weighted Average School Facility Cost for a K-12 Student
From Future Residential Development

Grade Group	Cost Per Pupil	Weighting Based on Student Generation Rate	Weighted Cost Per Pupil
K-5	$53,725	57.9%	$31,123
6-8	$0	17.0%	$0
9-12	$93,470	25.1%	$23,424
K-12	**N/A**	**100%**	**$54,547**

D. Cost of Providing School Facilities per New Residential Housing Unit

Table 1-11 multiplies the total number of students per housing unit by the facility costs of K-12 students to calculate an average $23,728 facility cost attributable to future residential housing units.

Table 1-11
School Facility Cost per New Housing Unit

Student Generation Rate	K-12 Per-pupil Facility Cost	Cost Per New Housing Unit
0.435	$54,547	$23,728

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E. Cost of Providing School Facilities per Square Foot of Future Residential Development

This Report calculates the school facility cost per square foot of future development by dividing the cost per housing unit by the average square footage of housing units.

This report estimates that the new housing units in the District are anticipated to have average square footages of 2,500 and 1,200 for single- and multi-family units, respectively. The weighted average of these estimates is 2,129 square feet based on number of single- and multi-family units projected to be built in the District over the next five years that will be subject to a Level I fee.

Table 1-12 shows the school facility cost per square foot of new residential housing units.

Table 1-12
School Facility Cost Per Square Foot of Residential Development

Facility Cost Per Unit	Average Square Footage	Facility Cost Per Square Foot of Development
$23,728	2,129	$11.15

End of Section

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III. REVENUE FROM FEES ON RESIDENTIAL DEVELOPMENT VERSUS COSTS OF SCHOOL FACILITIES

This Section compares the projected revenues from fees levied on future residential development to the school facility costs attributable to that development.

State law currently caps Level I Fees at $4.08 per square foot. As demonstrated in the previous section, each square foot of future residential development will generate a school facility cost of $11.15. Any given amount of future development will, therefore, generate more school facility costs than Level I Fee revenue (i.e., at $4.08, every $1.00 in fee revenue generated by future development will generate $2.73 in school facility costs).

A. Fee Revenue from Future Residential Development

Based on information provided by the City of Lincoln Planning Department, this Report estimates that 350 housing units will be built in the District within the next five years. For *any* given amount of residential development, however, school facility costs will be greater than fee revenue by a ratio of $2.73 to $1.00 at $4.08 per square foot.

As stated in the previous section, the Report estimates that new residential units will average 2,129 square feet over the next five years.

If the District were to collect the maximum allowable Level I fee ($4.08) on residential development, the District would collect $3,040,212 in residential developer fees over a five-year projection period.

Table 1-13
Revenue from Residential Developer Fees

New Housing Units	Average Square Footage	Fee Amount	Revenues From Fees on New Housing Units
350	2,129	$4.08	$3,040,212

B. Fee Revenue from Additions to Existing Residences

Revenue will be collected from fees assessed on additions to existing residences, to the extent that these additions exceed the exclusionary threshold outlined in the Education Code. Pursuant to Education Code Section 17620(a)(1)(C)(i), developer fees may be charged on residential additions "only if the resulting increase in assessable space exceeds 500 square feet." The fee revenue calculation for additions is the same as for new units. For example, additions totaling 40,000 square feet would generate $163,200 in fee revenue (40,000 multiplied by $4.08).

C. Fee Revenue from Reconstruction and Redevelopment

Revenue will be collected from fees assessed on projects that reconstruct or redevelop existing housing, but only to the extent that the square footage of the new construction exceeds the square footage of the reconstructed or redeveloped housing. The fee revenue calculation for reconstruction and/or redevelopment is the same as for new units. For example, reconstruction and/or redevelopment totaling 50,000 square feet would generate $204,000 in fee revenue (50,000 times $4.08).

D. School Facility Costs Generated by Residential Development Over the Next Five Years

The total school facility cost attributable to future residential development over the next five years is calculated by multiplying the following two factors: (1) the number of new housing units and (2) the facility cost per new housing unit. Table 1-14 shows that the total school facility cost attributable to future development is $8,304,800.

Table 1-14
School Facility Cost Generated by Students from Future Development

New Units	Cost Per New Housing Unit	Total Cost
350	$23,728	$8,304,800

E. School Facility Costs Generated by Additions to Existing Residences

Additions to existing residences will have the same financial effect on the District as new residential units. For example, residential additions of 40,000 square feet will generate an additional nine students, when applying the student generation rate calculated in this Report, and a school facilities cost to the District of $490,923 (nine students times a per-pupil facilities cost of $54,547).

F. School Facility Costs Generated by Reconstruction and Redevelopment

Reconstruction and redevelopment of existing homes will have the same financial effect on the District as new residential development. For example, reconstruction and/or redevelopment of 50,000 square feet will generate an additional eleven students when applying the student generation rate calculated in this Report and a school facilities cost to the District of $600,017 (eleven students times a per-pupil facilities cost of $54,547).

G. Extent of Mitigation of School Facility Costs Provided by Level I Residential Fees

Table 1-15 shows that $3,040,212 in total residential Level I fee revenue will cover only 36.6 percent of the $8,304,800 in total school facility costs attributable to residential development over the next five years. Some of this shortfall may be recovered from fees on commercial development.

Table 1-15
Facility Cost of Residential Development Versus Fee Revenue

Total School Facility Costs	Total Revenues From Fees	Net Facility Cost to the District
$8,304,800	$3,040,212	$5,264,588

H. Senior Citizen Restricted Housing

As required by law, a lower fee, currently the commercial/industrial maximum of $0.66 per square foot, is established for certain types of residences that are restricted in occupancy to senior citizens. Housing of this type generates employees and has an indirect impact on the school district similar to that from commercial/industrial development projects.

End of Section

IV. FINANCIAL EFFECT ON THE DISTRICT OF NEW COMMERCIAL/INDUSTRIAL DEVELOPMENT

This Section analyzes the costs of providing school facilities for students generated by new commercial/industrial development.

Commercial/industrial development will attract additional workers to the District, and, because some of those workers will have school-age children, will generate additional students in the District. As shown in Section I, adequate school facilities do not exist for these students. New commercial/industrial development, therefore, creates a fiscal impact on the District by generating a need for new school facilities.

The Report multiplies the following five factors together to calculate the school facility cost incurred by the District per square foot of new commercial/industrial development:

A. Employees per square foot of new commercial/industrial development,
B. Percent of employees in the District that also live in the District,
C. Houses per employee,
D. Students per house, and
E. School facility cost per student.

The Report calculates each of these factors in the next sections.

A. Employees per Square Foot of Development

As permitted by State law, the Report uses results from a survey published by the San Diego Association of Governments (SanDAG) (see Appendix) to establish the number of employees per square foot of new commercial/industrial development projects.

Table 1-16
Employees Per Square Foot of Commercial/Industrial Development, by Category

Commercial/Industrial Category	Average Square Foot per Employee	Employees per Average Square Foot
Banks	354	0.00283
Community Shopping Centers	652	0.00153
Neighborhood Shopping Centers	369	0.00271
Industrial Business Parks	284	0.00352
Industrial Parks	742	0.00135
Rental Self Storage	17,096	0.00006
Scientific Research & Development	329	0.00304
Lodging	882	0.00113
Standard Commercial Office	208	0.00480
Large High Rise Com. Office	232	0.00432
Corporate Offices	372	0.00269
Medical Offices	234	0.00427

Source: 1990 SanDAG Traffic Generators Report.

B. Percentage of Employees Residing Within the District

U.S. Census data indicates that approximately 22 percent of people working in the District also live in the District.

C. Number of Households per Employee

U.S. Census data indicates that there are approximately 1.18 workers per household. Likewise, this data indicates that there are 0.84 housing units for every one worker. The Report, therefore, assumes that each new resident worker in the District will demand 0.84 housing units.

D. Number of Students per Dwelling Unit

As outlined in Section II.A., the Report assumes that 0.435 K-12 pupils will reside in each housing unit.

E. School Facility Cost per Pupil

As outlined in Section II.C., the Report estimates that the school facility cost per K-12 pupil is $54,547.

F. School Facility Cost per Square Foot of Commercial/Industrial Development

Table 1-17 calculates the school facility cost generated by a square foot of new commercial/industrial development for each of the categories of commercial/industrial projects listed in Table 1-16.

School facility costs for development projects not included on this list may be estimated by using the closest employee-per-square-foot ratio available for the proposed development or by following the District's administrative procedures for appeals of school facility fee imposition.

Table 1-17
Facility Cost Per Square Foot of Commercial/Industrial Development, by Category

Category	Employees per Square Foot	% Employees Residing in District	Dwelling Units per Employee	K-12 Students per Dwelling Unit	Cost per K-12 Student	Cost per Square Foot
Banks	0.00283	0.22	0.84	0.435	$54,547	$12.41
Community Shopping Centers	0.00153	0.22	0.84	0.435	$54,547	$6.71
Neighborhood Shopping Centers	0.00271	0.22	0.84	0.435	$54,547	$11.88
Industrial/business Parks	0.00352	0.22	0.84	0.435	$54,547	$15.43
Industrial Parks	0.00135	0.22	0.84	0.435	$54,547	$5.92
Rental Self-Storage	0.00006	0.22	0.84	0.435	$54,547	$0.26
Scientific R&D	0.00304	0.22	0.84	0.435	$54,547	$13.33
Lodging	0.00113	0.22	0.84	0.435	$54,547	$4.95
Standard Commercial Offices	0.00480	0.22	0.84	0.435	$54,547	$21.05
Large High Rise Com. Offices	0.00432	0.22	0.84	0.435	$54,547	$18.94
Corporate Offices	0.00269	0.22	0.84	0.435	$54,547	$11.80
Medical Offices	0.00427	0.22	0.84	0.435	$54,547	$18.72

DRAFT

The District generates a school facility cost greater than the Government Code maximum of $0.66 per square foot for all categories of commercial/industrial development (except rental self-storage).

G. Calculating School Facility Cost of Commercial/Industrial Development with Residential Fee Offset

A "residential fee offset" is calculated by (1) determining the number of homes that are associated with the employees generated by new commercial/industrial development and (2) calculating the residential fee revenues the District will collect from those homes (*note: the residential fee offset calculation assumes that all the homes associated with new employees are new homes; in reality, some new employees will live in existing homes*).

For purposes of calculating the residential fee offset, this Report estimates that the District will collect $4.50 per square foot of future residential development. This figure is equal to the Level II fee amount justified in the District's 2019 *School Facility Needs Analysis*.

Subtracting the residential fee offset from the total school facility cost generated by commercial/industrial development produces a discounted school facility cost that takes into account revenues from "linked" residential units.

Table 1-18 calculates the facility cost of new commercial/industrial development while taking into account the revenues from linked residential units.

Table 1-18
School Facility Cost of New Commercial/Industrial Development
Discounted By Residential Fee Offset

Category	Dwelling Unit per Square Foot Com/Ind	Average Square Foot per Unit	District's Revenue per Square Foot Res. Dev.	Residential Offset per Com/Ind Square Foot	School Facility Cost per Square Foot Comm/Ind Development	Cost per Square Foot Less Offset
Banks	0.00052	2,129	$4.50	$4.98	$12.41	$7.43
Community Shopping Centers	0.00028	2,129	$4.50	$2.68	$6.71	$4.03
Neighborhood Shopping Centers	0.00050	2,129	$4.50	$4.79	$11.88	$7.09
Industrial Business Parks	0.00065	2,129	$4.50	$6.23	$15.43	$9.20
Industrial Parks	0.00025	2,129	$4.50	$2.40	$5.92	$3.52
Rental Self-storage	0.00001	2,129	$4.50	$0.10	$0.26	$0.16
Scientific R&D	0.00056	2,129	$4.50	$5.37	$13.33	$7.96
Lodging	0.00021	2,129	$4.50	$2.01	$4.95	$2.94
Standard Com.Offices	0.00089	2,129	$4.50	$8.53	$21.05	$12.52
Large High Rise Com. Offices	0.00080	2,129	$4.50	$7.66	$18.94	$11.28
Corporate Offices	0.00050	2,129	$4.50	$4.79	$11.80	$7.01
Medical Offices	0.00079	2,129	$4.50	$7.57	$18.72	$11.15

As the table shows, the school facility cost of all categories (except rental self-storage) is greater than the Government Code maximum of $0.66 per-square-foot even when that cost is discounted by revenues from linked residential units. Therefore, the District is justified in collection the Government Code maximum of $0.66 per square foot for all categories of commercial/industrial

development (except rental self-storage). Fee amounts for self-storage and other low-employee-generating businesses should be examined on a case-by-case basis.

For illustrative purposes, the Report will compare the school facility cost generated by 140,000 square feet of new community shopping center development to the fee revenue it will provide to the District. This analysis is valid, however, for all types of commercial/industrial development except rental self-storage.

If the District charges $0.66 per square foot of commercial/industrial development, it will collect $92,400 from the 140,000 square feet of community shopping center development. Assuming that all of the employees of the community shopping center development live in new homes, the District will also collect $379,236 in revenue from residential developer fees (140,000 square feet x 0.00153 employees per square foot x 22% employees that live in District x 0.84 housing units per employee x 2,129 square feet per housing unit x $4.50 revenue from developer fees). The 140,000 square feet of community shopping center development will create a school facilities cost of $939,400 (140,000 square feet x $6.71 school facility cost per square foot of community shopping center).

Table 1-19 compares the school facility costs generated by 140,000 square feet of community shopping center development to the fee revenues it provides to the District.

Table 1-19
Comparison of Facility Cost and Fee Revenue Generated by New Community Shopping Center Development

	Fee Revenues	Facility Costs	Total Revenues (Costs)
140,000 square feet of community shopping center development	$92,400	$939,400	($847,000)
New housing units associated with the development	$379,236	N/A	$379,236
Total	**$471,636**	**$939,400**	($467,764)

As the table shows, fee revenue from community shopping center development will cover only 50.2 percent of the school facility cost it generates, even when that cost is discounted by the revenues from linked new housing units.

All categories of commercial/industrial development (except self-storage) will generate more facility cost than fee revenue, because they all generate a facility cost greater than $0.66 per square foot even when fees from linked residential units are considered. Fee amounts for self-storage and other low-employee-generating businesses should be examined on a case-by-case basis.

End of Section

V. FINDINGS

This Section shows that the District meets the requirements of Government Code Section 66001 regarding the collection of developer fees and summarizes other potential funding sources for the District's capital projects.

A. Government Code Section 66001(a)(1)—Purpose of the Fee

The purpose of collecting fees on residential and commercial/industrial development is to acquire funds to construct or reconstruct school facilities for the students generated by new residential and commercial/industrial developments.

B. Government Code Section 66001(a)(2)—Use of the Fee

The District's use of the fee will involve constructing new school facilities. In addition, the fee may be used to construct additional permanent facilities on existing school campuses, and/or constructing and/or reconstructing school campuses. The District will also need to purchase or lease portable classrooms to use for interim housing while permanent facilities are being constructed.

Revenue from fees collected on residential and commercial/industrial development may be used to pay for any of the following:

(1) Land (purchased or leased) for school facilities,
(2) Design of school facilities,
(3) Permit and plan checking fees,
(4) Construction or reconstruction of school facilities,
(5) Testing and inspection of school sites and school buildings,
(6) Furniture for use in new school facilities,
(7) Interim school facilities (purchased or leased) to house students generated by new development while permanent facilities are being constructed,
(8) Legal and administrative costs associated with providing facilities to students generated by new development,
(9) Administration of the collection of developer fees (including the costs of justifying the fees), and
(10) Miscellaneous purposes resulting from student enrollment growth caused by new residential development.

C. Government Code Section 66001(a)(3)—Relationship Between Fee's Use and the Type of Project Upon Which the Fee is Imposed

Future residential development will cause new families to move into the District and, consequently, will generate additional students in the District. As shown in Section I.B. of this Report, adequate school facilities do not exist for these students. Future residential development, therefore, creates a need for additional school facilities. The fee's use (acquiring

school facilities) is, therefore, reasonably related to the type of project (future residential development) upon which it is imposed.

New commercial/industrial development will cause new workers to move into the District. Because some of these workers will have school-age children, commercial/industrial development will also generate new students in the District. As shown in Section I.B. of this Report, adequate school facilities do not exist for these students. New commercial/industrial development, therefore, creates a need for additional school facilities. The fee's use (acquiring school facilities) is, therefore, reasonably related to the type of project (new commercial /industrial development) upon which it is imposed.

D. Government Code Section 66001(a)(4)—Relationship Between the Need for the Public Facility and the Type of Project Upon Which the Fee is Imposed

The District's projected enrollment for grades K-5 and 9-12 is larger than its pupil capacity. The District, therefore, does not have sufficient existing capacity in grades K-5 and 9-12 to house students generated by future development. Future residential and commercial/industrial development in the District will generate additional students and, consequently, a need for additional school facilities. A relationship exists, therefore, between the District's need to build additional school facilities and the construction of new residential and commercial/industrial development projects.

E. Government Code Section 66001(b)—Relationship Between the Fee and the Cost of the Public Facility Attributable to the Development on Which the Fee is Imposed

This Report demonstrates that the school facility cost attributable to future residential development is $11.15 per square foot. Level I fees of $4.08 per square foot on residential development are, therefore, fully justified.

This Report also demonstrates that the school facility costs attributable to all categories of commercial/industrial development except rental self-storage range from $2.94 per square foot to $12.52 per square foot, even when fees from linked residential units are accounted for. Level I fees of $0.66 on these types of development are, therefore, fully justified. The school facility cost attributable to rental self-storage units is $0.16 per square foot when fees from linked residential units are accounted for. Fees for this type and other low-employee-generating types of development should be examined on a case-by-case basis.

All school facility costs and fees in this Report are calculated on a per-student basis to ensure that future developments only pay for impacts they cause.

The total cost of providing school facilities for all unhoused students, as documented in Table 1-6 and Table 1-9 is $157,329,975. According to District administrators, the amount of funds currently available in the District's capital facility accounts and all authorized but unissued bond funds budgeted for new capacity total approximately $123.1 million. Funds not included in this total include amounts reserved for debt service related to the construction of school projects included in the capacity figures outlined in Table 1-4 and other amounts set aside for modernization projects.

Comparing all of the funds in the District's capital facility accounts and all authorized but unissued bond funds budgeted for new capacity ($123.1 million) to the cost of providing school facilities for unhoused students ($157,329,975) indicates that the District's total new construction facility costs exceed the current funds available for acquiring new school facilities.

F. Other Funding Sources

The following is a review of other potential funding sources for constructing school facilities.

1) General Fund

The District's General Fund budget is typically committed to instructional and day-to-day operating expenses and not used for capital outlay uses, as funds are needed solely to meet the District's non-facility needs.

2) State Programs

The District has been approved for eligibility and has received State funding for the design of new school facilities under the 1998 Leroy F. Greene School Facility Program. Even projects funded at 100 percent of the State allowance, however, experience a shortfall between State funding and the District's actual facility needs. State funds for deferred maintenance may not be used to pay for new facilities. State law prohibits use of lottery funds for facilities.

3) General Obligation Bonds

School districts can, with the approval of two-thirds or 55 percent of its voters, issue general obligation bonds that are paid for out of property taxes.

4) Parcel Taxes

Approval by two-thirds of the voters is required to impose taxes that are not based on the assessed value of individual parcels. While these taxes have been occasionally used in school districts, the revenues are typically minor and are used to supplement operating budgets.

5) Mello-Roos Community Facilities Districts

This alternative uses a tax on property owners within a defined area to pay long-term bonds issued for specific public improvements. Mello-Roos taxes require approval from two-thirds of the voters (or land owners if fewer than 12) in an election.

6) Surplus Property

The District does not own any surplus property that could be used to finance additional school facilities.

End of Section

VI. RECOMMENDATIONS

As described in Section II.E, the District's cost per square foot of residential development is $11.15. Therefore, this Report recommends that the District levy a fee, as authorized by Government Code Section 65995, not to exceed $11.15 per square foot of residential development.

As described in Section IV.G, the District's cost per square foot of commercial/industrial development ranges from $2.94 to $12.52 (except for rental self-storage). The Report also recommends that the District levy the maximum fee as authorized by Government Code Section 65995, currently $0.66 per square foot on all categories of commercial/industrial development except rental self-storage. Developer fees for rental self-storage and other types of low-employee-generating developments should be examined on a case-by-case basis.

These recommendations are based on the findings that residential and commercial/industrial development (except for rental self-storage) creates a school facility cost for the District that is larger than the revenue generated by charging these fees.

End of Report

Appendix

Employee Statistics From the San Diego Association Of Governments By Various Categories of Commercial/Industrial Development

(from Traffic Generators Report January 1990)

Appendix

Employee Statistics From the San Diego Association of Governments by Various Categories of Commercial/Industrial Development

(from Traffic Generators Report January 1990)

	Employees	Total Sq. ft	Sq Ft / Employee	Employee Per Sq. ft
Banks				
Calif. First	57	13,400		
Southwest	11	3,128		
Mitsubishi	14	6,032		
Security Pacific	22	14,250		
Total	104	36,810		
Average	26	9,203	354	0.00283
Community Shopping Centers				
Rancho Bernardo Towne Center	273	139,545		
Plaza De Las Cuatro Banderas	227	186,222		
Rancho San Diego Village	N/A	N/A		
Total	500	325,767		
Average	250	162,884	652	0.00153
Neighborhood Shopping Centers				
Town and Country	217	70,390		
Tierrasanta II	87	49,080		
Palm Plaza	143	47,850		
Westwood Center	173	61,285		
Total	620	228,605		
Average	155	57,151	369	0.00271
Industrial Business Parks				
Convoy Ct / St. Parks	955	224,363		
Sorrento Valley Blvd. / Ct. Complexes	2,220	610,994		
Ronson Court	848	206,688		
Pioneer Industrial Project	N/A	N/A		
Sorrento Valley	N/A	N/A		
Torrey Business & Research	739	243,829		
Ridgehaven Court	823	213,449		
Ponderosa Avenue Industrial	245	158,983		
Total	5,830	1,658,306		
Average	972	276,384	284	0.00352

	Employees	Total Sq. ft	Sq Ft / Employee	Employee Per Sq. ft
Industrial Parks				
Sorrento West	725	614,922		
Roselle Street	761	500,346		
Stromesa Street	200	136,124		
Total	1,686	1,251,392		
Average	562	417,131	742	0.00135
Rental Self-Storage				
Poway Storage	2	32,000		
Lively Center	2	20,000		
Brandon Street Mini-Storage	2	31,348		
Melrose Mini-Storage	2	28,280		
Lock-It Lockers Storage	3	59,325		
Total	11	170,953		
Average	2	34,191	17,096	0.00006
Scientific Research and Development				
Johnson & Johnson Biotechnology Center	39	22,031		
IVAC Corporation	1,300	315,906		
TRW/LSI Products	350	145,192		
Nissan Design International	26	40,184		
Salk Institute	500	318,473		
S-Cubed Corporation	160	56,866		
Torrey Pines Science Park	2,333	649,614		
Total	4,708	1,548,266		
Average	673	221,181	329	0.00304
Lodging				
San Diego Hilton	139	223,689		
Hyatt Islandia	320	250,000		
La Jolla Village Inn	180	129,300		
Hanalei Hotel	310	267,000		
Vagabond Inn	12	22,548		
Fabulous Inn & E-Z8 Motel	92	92,731		
Vacation Village	234	151,134		
Total	1,287	1,136,402		
Average	184	162,343	882	0.00113

	Employees	Total Sq. ft	Sq Ft / Employee	Employee Per Sq. ft
Standard Commercial Office				
Industrial Indemnity Bldg.	170	34,300		
Beta Bldg.	110	29,400		
Park Camino Bldg.	299	55,500		
2181 E.C.R. Bldg.	47	10,000		
Camino Real Financial Center	23	6,300		
Total	649	135,500		
Average	130	27,100	208	0.00480
Large High Rise Com. Office				
Mission Valley Financial Center (Security Pacific)	900	185,600		
Lion Plaza Building	462	109,900		
Crossroads Limited Building (Crocker and Xerox)	512	138,900		
Total	1,874	434,400		
Average	625	144,800	232	0.00432
Corporate Offices				
Equitable Life	200	53,900		
Bank of America Processing Center	300	110,000		
Home Federal Processing Center	1,150	450,000		
Trade Services Publications	270	82,000		
IRT Corporation	210	89,500		
Earl Walls & Assoc.	43	15,000		
Four Winds International Headquarters	220	90,914		
Total	2,393	891,314		
Average	342	127,331	372	0.00269
Medical Offices				
Chula Vista Doctors' Park	108	24,000		
Parkway Medical Group	65	17,620		
Campus Medical-Dental Center	115	25,900		
Total	288	67,520		
Average	96	22,507	234	0.00427

INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:
Approve Resolution No. 19/20.22
Authorizing the Reduction in Certificated Staff due to Elimination of Particular Kinds of Service

AGENDA ITEM AREA:
Action

REQUESTED BY:
Gabe Simon, Ed.D.,
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General

MEETING DATE:
March 3, 2020

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 Resolution No. 19/20.22 authorizing the elimination of one 1.0 FTE Elementary Assistant Principal position at the conclusion of the 2019-2020 school year.

Form R-1

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Resolution 19/20.22

Reduction in Certificated Staff Due to Elimination of Particular Kinds of Service

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WHEREAS, Sections 44949 and 44955 of the California Education Code require 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.

NOW, THEREFORE, BE IT RESOLVED by the Board that:

1. The services set forth in Exhibit "A" shall be reduced or eliminated at the close of the 2019-2020 school year for the 2020-2021 school year (Certificated Employee, Resolution 19/20.22).

2. The Board has considered anticipated certificated employee attrition (resignation, retirements, non-reelections, temporary teacher releases, etc.). Nevertheless, it is still necessary to terminate certificated full-time equivalent positions as referenced in Exhibit "A."

3. The Superintendent, or designee, is authorized and directed to send notice(s) of recommendation of non-reemployment pursuant to Sections 44949 and 44955 of the California Education Code to any employee whose services shall be terminated by virtue of this Resolution.

THIS RESOLUTION was passed and adopted by the Board at a regular meeting held on the 3rd day of March 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signed and approved by me after its passage.

_____
President - Board of Trustees

ATTEST:

_____
Clerk - Board of Trustees

EXHIBIT "A"
TO RESOLUTION 19/20.22

PARTICULAR KINDS OF SERVICES (PKS) TO BE REDUCED OR ELIMINATED AT CLOSE OF 2019-2020 SCHOOL YEAR

Service	Grade Level	Full Time Equivalent
Elementary Assistant Principal Certificated Employee: Resolution 19/20.22	K-5	From 1.0 FTE to 0 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:
Adoption of Resolution No. 19/20.23 to Levy Increased School Facility Fees and the 2020 School Facility Fee Justification Report

AGENDA ITEM AREA:
Action

REQUESTED BY:
Michael Adell
Director of Facilities

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Developer Fees

MEETING DATE:
March 3, 2020

ROLL CALL REQUIRED:
Yes

BACKGROUND:

The Western Placer Unified School District is authorized to collect developer fees (referred to as Level I fees) as established by the State Allocation Board to assist in financing school facilities to serve students generated from new residential and commercial/industrial development. In order to qualify to collect Level I fees, the District must complete a School Facility Fee Justification Report (Report) and have it adopted by the Board of Trustees.

The report shows the District is justified to collect Level I Fees at a rate of $4.08 per square foot for residential and $0.66 per square foot for commercial/industrial development.

Per California Government Code 66016-66018, prior to adoption of the report, the Board of Trustees must hold a public hearing. Following the preceding public hearing, the Board of Trustees can adopt a resolution to accept the School Facility Fee Justification Report and to increase the Level I fees.

RECOMMENDATION:

Staff recommends the Board of Trustees adopt Resolution No. 19/20.23 to levy increased school facility fees and the 2020 School Facility Justification Report.

RESOLUTION NO. 19/20.23

A RESOLUTION OF THE GOVERNING BOARD OF THE
WESTERN PLACER UNIFIED SCHOOL DISTRICT
INCREASING SCHOOL FACILITY FEES

WHEREAS, under the provisions of Education Code Section 17620 and Government Code Section 65995, a school district's governing board may establish fees to offset the cost of school facilities made necessary by new construction following the making of certain findings by such governing board;

WHEREAS, the Governing Board ("Board") of the Western Placer Unified School District (the "District") by way of prior resolutions has heretofore established school facility fees under the provisions of Education Code Section 17620 (formerly Government Code Section 53080) and Government Code Section 65995;

WHEREAS, the District has undertaken the completion of a developer fee analysis; and

WHEREAS, pursuant to Education Code Section 17620, the purpose of this Resolution is to approve an adjustment in such fees consistent with the adjustment authorized by the State Allocation Board based upon the statewide cost index for Class B construction and consistent with the District's needs in this area.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Western Placer Unified School District as follows:

Section 1. Procedure. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled March 3, 2020 meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66018, and a notice, including a statement that the data required by Government Code Section 66016 was available, was mailed at least 14 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new or increased fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting, the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to this Resolution, and the revenue sources anticipated to provide this service, including general fund revenues. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the Justification Report for School Facility Fees on Residential, Commercial and Industrial Development Projects, Western Placer Unified School District, February 2020 (the "Study") along with other materials which formed the basis for the action taken pursuant to this Resolution.

Section 2. Findings. The Board has reviewed the Study as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof,

and the available sources of revenue including the increase in fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, the Board hereby approves and adopts the Study and makes the following findings:

(a) Enrollment at the various District schools is presently at or approaching capacity;

(b) Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in habitable areas, or new commercial or industrial construction will increase the need for school facilities;

(c) Without the addition of new school facilities, further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;

(d) Residential development and commercial or industrial development is projected within the District's boundaries and the enrollment produced thereby will exceed the capacity of the schools of the District. Projected development within the District, without additional school facilities, will result in conditions of overcrowding which will impair the normal functioning of the District's educational programs;

(e) The fees proposed in the Study and the fees adjusted pursuant to this Resolution are for the purpose of providing adequate school facilities to maintain the quality of education offered by the District;

(f) The fees proposed in the Study and adjusted pursuant to this Resolution will be used for the construction and reconstruction of school facilities as identified in the Study;

(g) The uses of the fees proposed in the Study and adjusted pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;

(h) The fees proposed in the Study and adjusted pursuant to this Resolution bear a reasonable relationship to the need for school facilities created by the types of development projects on which the fees are imposed;

(i) The fees proposed in the Study and adjusted pursuant to this Resolution do not exceed the estimated amount required to provide funding for the construction or reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues.

(j) The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for school facilities and are reasonably related and limited to the need for schools caused by the development.

(k) The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a construction schedule and/or to reimburse the District for expenditures previously made.

Section 3. Fees. Based upon the foregoing findings, the Board hereby increases the previously levied fees to the amount consistent with the District's Study and not more than the maximum amounts established by the State Allocation Board as of the date of this Resolution. Specifically, the District hereby establishes a maximum fee per square foot of development as follows:.

(a) $4.08 per square foot of residential development.

(b) $0.66 per square foot of commercial/industrial development.

Section 4. Fee Adjustments and Limitations. The fees adjusted herewith shall be subject to the following:

(a) The amount of the District's fees shall be reviewed once every two years to determine if a fee increase according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.

(b) The fees adjusted pursuant to this Resolution do not apply during the term of any contract entered into between a subdivider or builder and the District, or any applicable city or county on or before January 1, 1987, that requires the payment of a fee, charge or dedication for the construction of school facilities as a condition to the approval of residential development.

(c) To the extent that the District is collecting fees pursuant to Chapter 407, statutes of 1998, (Government Code Sections 65995.5 or 65995.7) commonly known as SB 50, the District's portion of the fee adopted hereunder would not apply to any new residential construction.

Section 5. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code §§53311, et seq.) and such other funding mechanisms as are authorized by Government Code Section 65996. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.

Section 6. Implementation. For residential, commercial or industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.

Section 7. California Environmental Quality Act. The Board hereby finds that the increase in fees provided by this Resolution is to obtain funds for capital projects necessary to maintain service within the District and that therefore this action is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA).

Section 8. Commencement Date. The fee adjustment called for herein shall become effective 60 days after adoption date of this Resolution.

Section 9. Notification of Local Agencies. The Secretary of the Board is hereby directed to forward copies of this Resolution to the planning commissions and board of supervisors of Placer County and to the planning commission and city council of the City of Lincoln and to file a Notice of Exemption from the CEQA with the Placer County Clerk.

Section 10. Severability. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

APPROVED, PASSED and ADOPTED by the Governing Board of the Western Placer Unified School District this 3rd day of March, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
President, Governing Board
Western Placer Unified School District

ATTEST:

_____
Secretary, Governing Board
Western Placer Unified School District

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:
Approval of Low Bidder for District-wide Broadband And Ethernet Service E-Rate Year 2020 (Year 23)

AGENDA ITEM AREA:
Action

REQUESTED BY:
Audrey Kilpatrick,
Assistant Superintendent of Business & Operations

ENCLOSURES:
Yes

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
General Funds/E-rate Funds

MEETING DATE:
March 3, 2020

ROLL CALL REQUIRED:
No

The District is required to advertise for Ethernet services on the District website if e-Rate discounts are sought. An RFP covering Broadband/Ethernet service was posted to the District website and advertised in the local newspaper as required under e-Rate requirements.

Three companies submitted an RFP. Of the three submissions, WAVE Communication's proposal had the highest score of 470, with 500 being the highest possible score, based on the RFP selection criteria and requirements. The Ethernet service contract from WAVE Communications provides broadband and Ethernet services district-wide.

RECOMMENDATION:

Administration recommends Board approve the contract to form with WAVE Broadband for Ethernet service for the District. Board approval only allows staff to file the proper E-rate forms but in no way commits the District to following through with the project should E-rate funding not materialize. This contract is contingent upon final approval of E-Rate funding.

Western Placer Unified School District
E-Rate Bid Assessment Worksheet
Funding Year 2020

2020 (YR23)
470 Application Number 22004429
Reviewed February XX, 2020

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

Vendor Scoring (use additional worksheets if necessary)

20-100

Etherner Service	RFP	AT&T		Consolidated		WAVE	
Selection Criteria	**Weight***	**Raw Score****	**Weighted Score*****	**Raw Score****	**Weighted Score*****	**Raw Score****	**Weighted Score*****
Price	30	5	150	3	90	4	120
Experience of the Bidder	25	3	75	3	75	5	125
Implementation Timeline	20	5	100	5	100	5	100
Conformance with Proposal	25	4	100	5	125	5	125
	100.00		425		390		470

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

wave
business

Western Placer Unified School District

RFP Response

#20-100

"Ethernet Service – E-rate YR 2020 (YR23)"

470 # 2000005060

Due Date: February 10, 2020 by 3 PM PST

Delivered to:

Western Placer Unified School District

Attn: District Office

600 Sixth Street, 4th Floor, Lincoln, CA 95648

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Western Placer Unified School District
Attn: District Office
600 6th Street, 4th Floor, Lincoln, CA 95648

RE: RFP #20-100 "Ethernet Service – E-rate YR2020 (YR23)"

Good Afternoon,
Wave Division Holdings, LLC d/b/a Wave Business is pleased to present its response for this RFP for Western Placer Unified School District. Wave Business acknowledges receipt of every communication and addendum issued for this solicitation and have read, understood, and will fully comply with all mandatory requirements identified in the RFP and associated documents unless noted in this response.

Wave Business has made every effort to present the most complete and cost-effective solutions in our response. Wave is proposing services and network designs that we believe will benefit the District. These solutions can be easily be upgraded if the District choose to do so – without additional build costs. I will be your main point of contact and my information is below.

Please review this document and attachments carefully and if you have any questions, I welcome the opportunity to meet face-to-face or via phone to address, discuss, and review this proposal in its entirety. We want you to completely understand the service dynamics, support, and technology being offered.

Thank you for the opportunity to continue working with Western Placer Unified School District. We sincerely believe our team is presenting solutions that will continue to demonstrate not only our capabilities, but our commitment to provide solutions that are cost effective and meet your every need.

Mike Puckett, Education Channel Manager
13483 Seabeck Hwy NW, Seabeck, WA 98380
Voice: (360) 550-4496 / Cell: (206) 406-9672
E-mail: mpuckett@wavebusiness.com
SPIN # 143030836 FRN#0015-63-7911 GREEN LIGHT STATUS: ACTIVE

Respectfully,

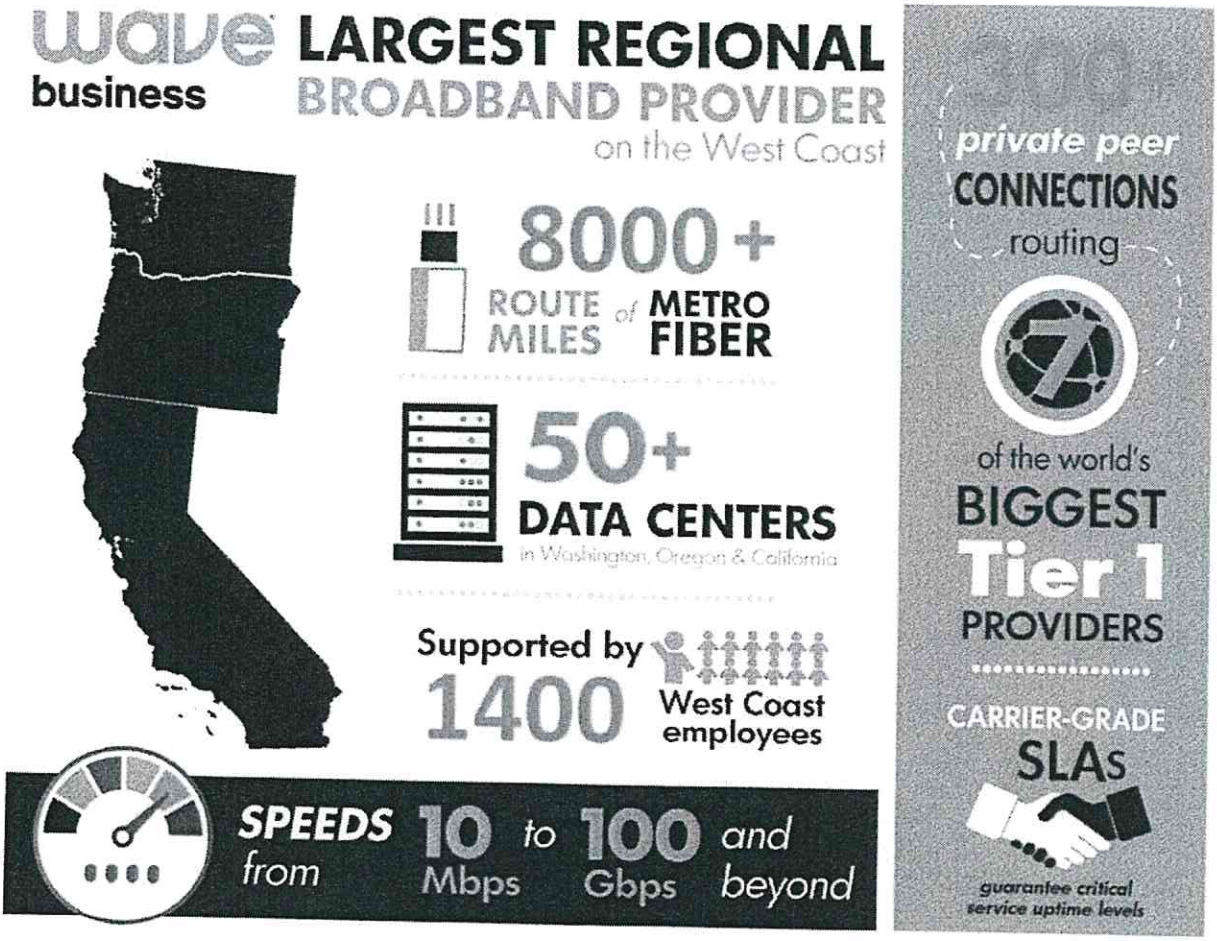
Michael W. Puckett, Education Channel Manager – Wave Business

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Table of Contents:

- Why Choose Wave Business – Page 4
- Network Design and Solution – Page 5
- Wave Company Information - Pages 6-7
- Time Line/Technical/Support/Pricing Notes – Page 8-9
- References – Page 10
- Sample Time Line Installation Steps – Page 11
- Response Service Provider Requirements – Page 12
- Response Service Provider Acknowledgements – Pages 13-15
- Cost Proposal and RFP Signed Pages – Attached at end of proposal
- Master Services Agreement – Attached at end of proposal
- Service Level Agreement – Attached at end of proposal
- Transport Service Orders – Attached at end of proposal
- PDF Files of Proposal – Attached Separately with Originals Proposal

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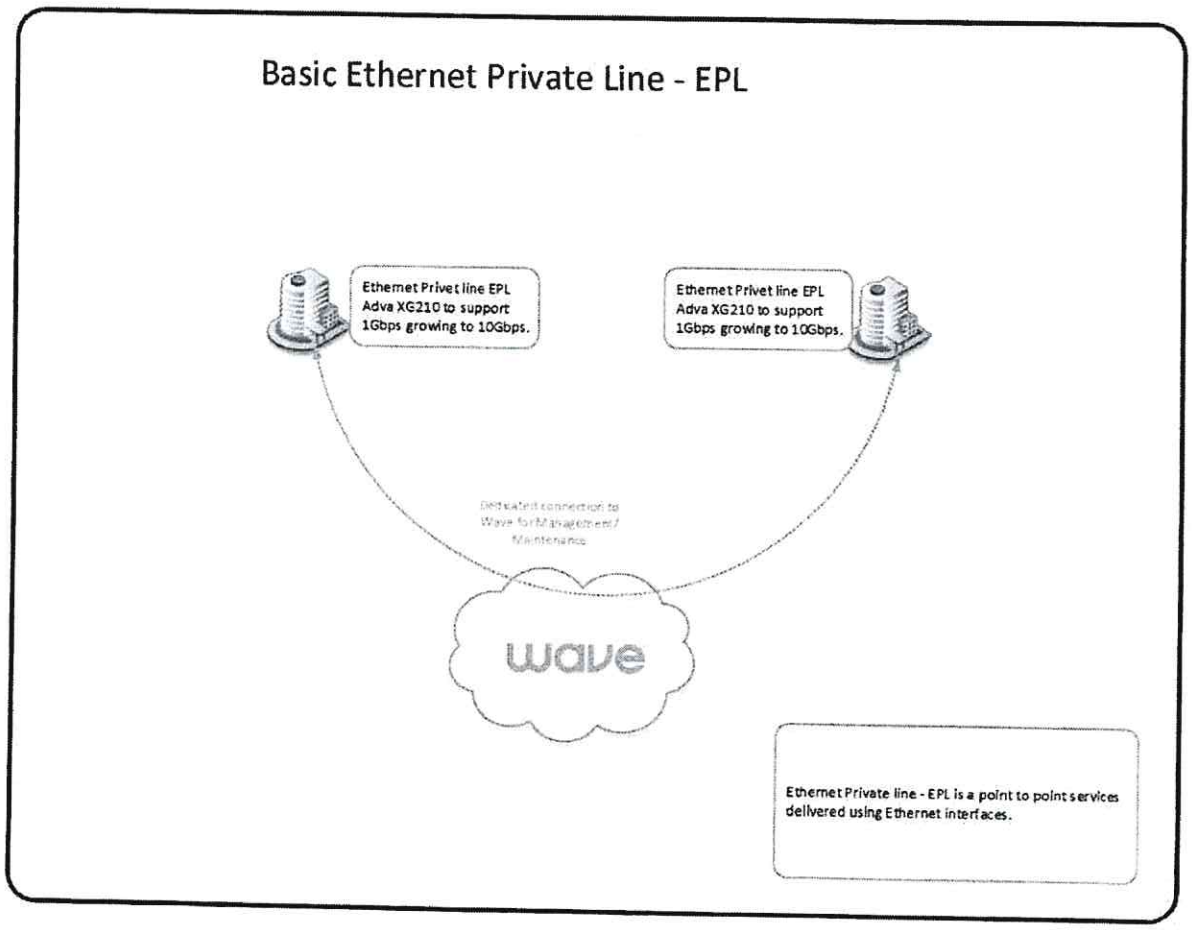


Why choose Wave Business?

- **Scale** – Our system is the third largest IP network on the West Coast, designed and built solely for IP transit. With our recent acquisition, Wave is now the 6th largest internet and cable operating in the nation.
- **Network Architecture** – the most advanced state-of-the-art fiber optic network and architecture in the western U.S.
- **Redundancy** – more points of presence than any other provider in our West Coast footprint – microwave mesh network for redundancy.
- **Headroom** – operate our network to 40% – 45% of capacity to allow for maximum speed and throughput and accommodate DDoS attacks and trunk breakage.
- **Direct peering** – we peer with all major content providers with direct 10 gigabit fiber connections in key data centers – result is lowest latency in the industry.
- **Play well with others** – we respect other providers and cooperate through all aspects from construction to service delivery

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NETWORK DESIGN AND SOLUTION



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OUR ORGANIZATION

Wave Division Holdings, LLC dba Wave Business operates leading broadband cable systems under the trade name Wave Broadband in the Tier 1 suburban markets of Seattle, WA, Portland, OR, Sacramento, CA, and San Francisco, CA. As of September 1, 2018, we had approximately 291,650 customer relationships, and served approximately 482,010 revenue generating units ("RGUs"), including approximately 271,825 HSD subscribers and approximately 88,530 voice subscribers.

Wave serves residential and small-to-midsized business customers through a fully-upgraded, fiber-rich and redundant communications network, which utilizes a variety of state-of-the-art technologies including up to 860 MHz hybrid fiber-coaxial ("HFC") systems and select fiber-to-the-home ("FTTH") service areas. Our four primary markets are interconnected through 10 and 100 Gbps networks of owned and leased fiber transport connections that allow us to transmit data, video, voice and internal communications traffic between our systems.

In addition to our HFC and FTTH network, we offer business solutions that utilize owned metro fiber assets in Seattle, Portland, Sacramento, and San Francisco all of which are interconnected to our 10 and 100 Gbps fiber backbone.

Wave Business, our commercial services division, offers a range of telecommunication solutions to local businesses, enterprises, other telecommunications carriers, and institutions such as schools, hospital networks, government agencies and military bases throughout our fiber footprint.

Wave Business is a facilities-based provider of communications products including:

- Multi-line business-class phone offerings,
- Commercial-class Internet services,
- Enterprise-level dedicated fiber-optic direct Internet access,
- Point-to-point fiber communications services, and
- Colocation capabilities

Wave entered its first market, Seattle, through the completion of three acquisitions in 2003 and established central operations in the Seattle area. From the start, we have grown both organically and through acquisitions of cable systems and fiber assets. Our commercially-focused acquisitions have enhanced our product offerings with additional fiber-based enterprise solutions and significantly added to our fiber assets. In addition, these acquisitions have added expertise and capabilities to take advantage of commercial growth opportunities across all of our markets.

In early 2018, Wave merged with RCN Telecom Services and Grande Communications to form the nation's sixth largest cable operator. Together, the combined companies cover a vast and growing nationwide fiber footprint spanning nearly 20 metro areas in 11 states including California, Illinois, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Texas, Virginia, Washington, and Washington, D.C.

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OUR STRENGTHS

Advanced and interconnected network infrastructure

- We have made a significant commitment to develop and maintain a state-of-the-art network. Earlier this year, we invested over $5MM in core network upgrades to ensure we maintain an industry leading network from a reliability, scalability and cost perspective. Our four markets in Seattle, Portland, Sacramento, and San Francisco are all interconnected through 10 and 100 Gbps networks of owned and leased fiber transport connections that allow us to transmit all HSD, video, voice and internal communications traffic between our systems.

OUR STRATEGY

Provide our customers with a full suite of advanced connectivity solutions through a fully-upgraded network

- We continually strive to provide customers with the industry's newest, high-quality advanced solutions and attractive discounted bundles that enhance customer retention.

We're local

- Look around a bit and you're sure to see a Wave vehicle nearby. That's because our technicians and support staff live in your area. Our fiber splice teams are also local.

Provide superior customer service

- Wave seeks to maximize customer satisfaction and retention by providing superior customer service through our in-house customer call center, excellent technical service assistance and network reliability. We operate a centralized customer call center at our Kirkland headquarters, which handles customer service and support for all of our products. We provide live 24/7/365 technical support for both residential and commercial customers. Our customer service operations utilize technologically advanced software and equipment that enhance interactions with our customers through more intelligent call routing, data management, forecasting and scheduling.

  - Providing our customers with best-in-class support services will remain our priority going forward as we work hard to deliver the best products, a superior value, world-class customer service, and the most reliable network.

  - By accomplishing this, Wave rises above the competition to become the number one choice for broadband products and services.

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TIME-LINE and TECHNICAL NOTES

If awarded the agreement, within 14 days (or as soon as a meeting can be agreed to), the District will have a choice to meet with a member of the Wave Fiber Design and Construction team. This meeting would be to go over any potential circuit updates or any design changes (if needed) to best suit WPUSD's needs. At this same time, a Business Implementation Manager will be assigned that will work directly with the WPUSD to provide on-going updates, request information and provide answers to any questions.

This additional circuit installed within the District's Network is expected to take approximately 8 weeks.

Service will be delivered via single-mode fiber to a NID installed at the demarcation point. Handoff will be Ethernet via single-mode fiber on an LC connected. Any Dark Fiber will be single mode G.652.

CPE will be deployed with dual power supplies to ensure fault tolerance. DC power supplies are available for units deployed in a DC-powered data centers.

SUPPORT NOTES

Wave has a 24/7/365 NOC that is manned by Wave employees at its headquarters in Kirkland, WA. A full escalation list with contacts, phone numbers and email addresses will be issued to the District at the kickoff meeting following award of contact. All issues flow through Wave's NOC. All tickets are started by a call to the NOC at 888-317-0488 or an email to noc@wavebroadband.com.

Wave will also have designated team members to assist with any billing issues (USAC or otherwise) and will work with the client on getting the information into the billing system that is required by the District. Besides your primary Contact, WPUSSD will also be supported by a California state Account Manager to handle specific issues.

Wave's High Availability SLA, Master Services Agreement and Transport Service Orders have been attached at the end of this proposal. If awarded this RFP, Wave will supplies originals for signature in a timely fashion.

Western Placer Unified School District will be supported by Wave's regional office in Rocklin, CA. Local technical and support personnel are based in the immediate area.

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PRICING NOTES

Taxes for PTP (transport) circuits are estimated at 18.4%. A complete breakdown of those taxes is available to Western Placer Unified School District.

Taxes for DIA circuits are a flat $3.17 per circuit.

While copies of agreements have been attached to the RFP – if awarded these circuits, Wave will supply originals of the MSA, Service Order and SLA for signature in a timely manner following the notice of award.

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REFERENCES

- Edmonds School District (41-site dark fiber network) – Cynthia Nelson (Director of Technology) – 20420 68th Ave W, Lynnwood, WA 98036 - NelsonC@edmonds.wednet.edu - 425-431-7337
- Placer Union High School District: Mick Shatswell (Director of IT) – 1300 New Airport Road, Auburn, CA 95603 – mshatswell@puhsd.k12.ca.us
- Western Placer Unified School District – Tsugu Furuyama (Director of Technology) – Lincoln, CA 95648 - tfuruyama@wpusd.k12.ca.us
- Placer County Office of Education (CA): James Anderberg (Executive Dir of Admin Services) – 360 Nevada Street, Auburn CA 95606 – 530-889-5904 – janderberg@placercoe.k12.ca.us
- K-20 Education Network (WA): Amanda Carroll – 410 11th Avenue SE, Suite 204, Olympia. WA 98501 - 360-292-4193 – amandac@k20wa.org
- North Thurston Public Schools (WA - 20-site fiber WAN): Derek Stewart (Director of IT) – 6620 Carpenter Rd SE, Lacey, WA 98503 – 360-412-4503 – dstewart@nthurston.k12.wa.us
- Woodland Joint Unified School District (CA – 20 site fiber WAN): Tina Burkhart (Director of IT) – 435 Sixth Street, Woodland, CA 95695 – 530-406-3110 – tina.burkhart@wjusd.org
- Modesto City School District (CA – 39 site Dark Fiber WAN): Cindy Minter (Director of IT) – 1017 Reno Avenue, Building A, Modesto, CA 95351 – 209-492-5000 – minter.c@monet.k12.ca.us
- Santa Maria-Bonita School District (CA – 10 Gbps DIA): Brian Rieke (Director of IT) – 708 S. Miller Street, Santa Maria, CA 93454 – 805-361-8155 – brieke@smbsd.net
- Manteca Unified School District (CA – 4 Gbps DIA): Ungel Mamon (Network Supervisor) – 2271 W Louise Avenue, Manteca, CA 95337 – 209-858-0922 – umamon@musd.net
- San Mateo Union High School District (CA – 5 Gbps DIA): Simon Bettis (Dir IT) - 650 N. Delaware Street, San Mateo, CA 94401 – 650-558-2489 – sbettis@smuhsd.org
- Sno-Isle Libraries (WA – Dark Fiber WAN): Nick Fuchs – 7312 35th Ave NE, Marysville, WA 98271 – 360-651-7115 – nfuchs@sno-isle.org

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SAMPLE TIME LINE STEPS:

FULL BUILD (Lit)

IPM Review
SOW/BOM/CPM WB
CAR Request
Internal Kick Off Call
CAR Approved
ICOMS SO Request
EDP Review
Meet & Greet Call
CPM Workbook Creation/ Kickoff
CM Assignment/Review SOW
Introduce CL to Customer
Site Visit / REA Submit
REA Approval
Route Design
Finalize SOW
Permitting
Construction and Fiber Install
Network Design and Review
On-Net OSP Splicing
Tie-In OSP Splicing
Submit Docs - Splicing
Jumpers / Demarc / Testing / Re-Burns
Submit Docs - Termination / Testing
Design Review/Pass OTDR
Handoff Ports
AGG Install
Electronic Provisioning
CPE Monitoring
Initial Completion Notice
Test & Turn Up
Final Completion Notice
Sugar PSO Completion/Close
Ace Project

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Responder Service Provider Requirements

The Responder must meet or exceed minimum qualification requirements.

1. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP. Wave has read and will comply

2. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: http://www.usac.org/sl/serviceproviders/step01/default.aspx Wave's SPIN is 143030836

3. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: https://apps.fcc.gov/coresWeb/publicHome.do Wave's FRN is 0015-63-7911

4. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html Wave has a Green Light Status

5. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, of the funding year. Wave has read and will comply

6. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines. All Wave Service proposed in this RFP are E-Rate Eligible

7. Within one (1) week of award, the awarded Service Provider must provide the

District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites. Wave has read and will comply

8. In the event of questions during an E-rate pre-commitment review, postcommitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal. Wave has read and will comply

9. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: https://usac.org/sl/service-providers/step02/lowest-correspondingprice.aspx Wave has read and will comply

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Responder Service Provider Acknowledgements

1. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitution. Wave has read and will comply

2. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price. Wave has read and will comply

3. This offer is in full compliance with USAC's Free Services Advisory http://usac.org/sl/applicants/step01/free-services-advisory.aspx.There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it. Wave has read and will comply

4. Starting Services/Advance Installation: The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2020 funding year (July 1, 2020). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. Wave has read and will comply

5. Early Funding Conditions:

• Category 1

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

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

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 023365, released December 6, 2002). This FCC decision only applies to Priority 1 services

(Telecommunications Services and Internet access). The complete text can be found at the following URL: http://www.usac.org/sl/applicants/step05/installation.aspx Wave has read and will comply

• Category 2

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

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

6. Invoicing

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

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

Additionally, if the service qualifies for California Teleconnect Funds then the service provider will invoice the California PUC. Wave has read and will comply

7. FCC/SLD Auditability

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

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

Cost Proposal

RFP 20-100

Responder Company Name: Wave Division Holdings, LLC d/b/a Wave Business
Responder Name: Michael W Puckett
Responder Title: Education Channel Manager
Responder SPIN: 143030836
Responder Phone: 360-550-4496

Please provide pricing for a **three-year term** on the below (with the option for two one-year extensions):

Item no.	Sites	Existing Ethernet service	Monthly Recurring Costs for 1Gbps	Monthly Recurring Costs for 2Gbps	Monthly Recurring Costs for 10Gbps	One time Installation Costs	Curb to MPOE Costs
1	District Office (HUB)	10000 Mbps					
	REMOTE LOCATIONS						
2	Scott Leaman Elem Sch 1200 Brentford Cir	NEW	810.00	1250.00	1500.00	0.00	0.00

Responding to Request For Proposal No. 20-100 due February 10, 2020 before 3:00 PM

RFP Form

RFP 20-100

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

To: Superintendent and Members of the Board of Education

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

Name of Company: Wave Division Holdings, LLC d/b/a Wave Business

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

Tax I.D. Number (Sole Proprietorship Only): _____

Address: 3700 Monte Villa Parkway, Suite 100, Bothell, WA 98021

Authorized Representative:

_____
Signature

Michael W Puckett
Name (Print or Type)

Education Channel Manager
Title

2/7/2020
Date

(360) 550-4496
Phone

(_____) _____
Fax

mpuckett@wavebusiness.com
E-mail address

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

Letter of Agreement - RFP 20-100

Pursuant to the terms of Western Placer Unified School District's RFP # 20-100 for Ethernet Service, (Name of Company) Wave Division Holdings, LLC d/b/a Wave Business 's response to RFP #20-100 dated (mm/dd/yyyy) 02/07/2020, (Name of Company) Wave Business will provide the equipment and services per RFP # 20-100 effective the date of issuance of Western Placer Unified School District Purchase Order(s).

(Name of Company) Wave Division Holdings, LLC d/b/a Wave Business and Western Placer Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Western Placer Unified School District for E-Rate Year 2020 (Year 23), and Western Placer Unified School District Board of Education approval.

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

Western Placer Unified School District

Authorized Representative Signature

Date:
Name: Audrey Kilpatrick
Title: Assistant Superintendent
Address: 600 Sixth Street
Lincoln, CA 95648
Phone: 916-645-6350
Email: akilpatrick@wpusd.k12.ca.us

Wave Division Holdings, LLC d/b/a Wave Business
(Name of Company)

Authorized Representative Signature

Date: 2/7/2020
Name: Michael W Puckett
Title: Education Channel Manager
Address: 3700 Monte Villa Parkway, Suite 110
Bothell, WA 98021
Phone: 360-550-4496
Email: mpuckett@wavebusiness.com

Fingerprint Certification

RFP 20-100

Responder Certification

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

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

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

Executed this_____ day of _____, 20_____, in_____ County, California.

Michael W Puckett

Name of Responder/Consultant (please print)

Education Channel Manager

Name/Title of Authorized Representative (printed)

(Signature)

Statement of Non-Conflict of Interest

RFP 20-100

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

_____
Signature

Michael W Puckett
Printed Name

Education Channel Manager
Title

Wave Business
Responder

2/7/2020
Date

Insurance Acknowledgement

RFP 20-100

Notice to Bidders regarding Indemnity and Insurance Requirements

Summary of Indemnification and Insurance Requirements:

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

I. Indemnification & Insurance:

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

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

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

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

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

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

_____
Signature

Michael W Puckett
Printed Name

Education Channel Manager
Title

Wave Business
Responder

2/7/2020
Date

MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER

This Master Services Agreement for Enterprise Services (this "**MSA**") is entered into as of this ____ day of _____ _____, 2016 (the "**Effective Date**"), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company, on behalf of itself and its Affiliates (collectively, "**Provider**"), and _____ _____, a _____ ("**Customer**"). For purposes of this MSA, the term "**Affiliate**" shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Each of Provider and Customer may be referred to in this MSA as a "**Party**" and together as the "**Parties.**"

ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of MSA; Documents Comprising Agreement. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (collectively, the "**Services**"). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more "**Service Orders,**" as described in Section 1.2 below. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the "**Agreement.**" If one or more Service Level Agreements are attached to this MSA as Exhibits (the "**SLA**"), the SLA constitutes a part of this MSA.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and full execution of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a "**Service Site**"); (iii) the initial term of the Service Order (the "**Initial Service Term**"); (iv) the pricing for the Service, including (a) the monthly recurring charges ("**MRC**") for the Service, and (b) any non-recurring charges ("**NRC**") associated with installation of the Service; (v) the estimated installation date for the Service; and (vi) any other terms or conditions specific to the particular Service Order.

1.3 Order of Precedence. In the event of a conflict between the provisions of this MSA (including the SLA) and the provisions of any Service Order, the provisions of this MSA (including the SLA) shall control unless the Service Order at issue expressly states that the parties intend for the conflicting provision of the Service Order to control.

ARTICLE 2 – TERM AND RENEWAL

2.1 Term of MSA. The initial term of this MSA (the "**Initial MSA Term**") shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth anniversary of the Effective Date (the "**Expiration Date**"). Upon expiration of the Initial MSA Term, this MSA shall begin to automatically renew for successive renewal terms of one (1) year each (each, an "**MSA Renewal Term,**" and, together with the Initial MSA Term, the "**MSA Term**"). Either Party may terminate this MSA by delivering thirty (30) days' written notice of termination to the other Party at any time during an MSA Renewal Term. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The term of each Service Order shall be as specified in the Service Order.

ARTICLE 3 – INSTALLATION, TESTING AND ACCEPTANCE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider's control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Provider Equipment**") necessary to connect Provider's network facilities to the Customer demarcation point(s) at the Service Site (the "**Demarcation Point(s)**"); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the

"**Customer Equipment**") from the Demarcation Point(s) to Customer's internal network. Unless a Service Site is within Provider's control, Customer shall be responsible for maintaining appropriate HVAC, electrical power, and security at the Service Site. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, modify, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer's option, participate in Provider's final testing of the Service. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the "**Service Commencement Date**"). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as "**Fees.**" Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "**Fee Dispute Notice**"). A Fee Dispute Notice must be submitted to Provider within ninety (90) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such ninety (90) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice. If the Parties do not resolve the Fee Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively "**Applicable Taxes**"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under this Agreement (each a separate event of "**Default**"): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of this Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated

against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under this Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer's on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate this MSA and all Service Orders entered into pursuant to this MSA; and/or (iv) pursue any other remedy available to Provider under this Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

5.3 Provider Default. Each of the following shall constitute a Default by Provider under this Agreement: (i) if Provider fails to comply with any material provision of this Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 Remedies for Provider Default. In the event of a Default by Provider under this Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); (ii) terminate this MSA and all Service Orders entered into pursuant to this MSA; and/or (iii) pursue any other remedy available to Customer under this Agreement or applicable law. Early termination by customer shall be accomplished by providing termination notice to disconnects@wavebroadband.com and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 Early Termination for Customer Convenience. Customer may, at any time during the Service Term for a Service, discontinue the Services and/or terminate the corresponding Service Order upon not less than thirty (30) days' advance written notice to disconnects@wavebroadband.com and to the notice address specified in Article 13 below. Any early termination of a Service pursuant to this Section 6.1 shall be referred to as "**Termination for Customer Convenience.**" In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

6.2 Early Termination for Default. As set forth in Article 5 above, either Party may elect to terminate this MSA and/or one or more Service Orders prior to the scheduled Expiration Date in the event of an uncured Default by the other Party.

6.3 Other Early Termination by Provider. At any time during the applicable Service Term, Provider may, upon reasonable advance notice to Customer, terminate any Service(s) or Service Order(s) if any of the following occur, each in the reasonable good faith business judgment of Provider: (i) Provider does not have all rights necessary to provide the Service(s); (ii) Provider is legally or contractually prohibited from providing the Services or is advised by counsel that termination of the Service(s) and/or Service Order(s) is advisable given newly enacted or then-pending laws, regulations or ordinances, whether federal, state or local; (iii) delivery of the Service(s) becomes technically infeasible due to equipment changes and reconfigurations or other technical issues; or (iv) Provider reasonably determines that the use of the Service(s) by Customer is resulting or is likely to result in significant damage to Provider's network or property or create a significant risk of harm to Provider or its agents or employees. In the event of termination pursuant to this Section 6.3, Customer's sole and exclusive remedies will be reimbursement by Provider of any pre-paid, unused monthly service Fees attributable to the terminated Service(s) or Service Order(s).

6.4 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.1 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider. The "**Termination Charge**" shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; and (iii) a percentage of all remaining MRCs Customer was to pay Provider for the remainder of the applicable Service Term (the "**Remaining Monthly Service Charges**"). If a Termination Charge is incurred during the first year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be one hundred percent (100%). If a Termination Charge is incurred during the second or third year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be seventy-five percent (75%). If a Termination Charge is incurred during or after the fourth year of the Service Term, the percentage of the Remaining Monthly Service Charges due shall be fifty percent (50%). If incurred, the Termination Charge will be due and payable within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.

6.5 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – CONFIDENTIALITY AND THE PUBLIC RECORDS ACT

7.1 Definition of Confidential Information. "**Confidential Information**" shall mean all information, including this Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under this Agreement which is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of this Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.

7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. Except as provided in Section 7.3 below, the Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under this Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees or contractors that have a need to know for such purposes (with disclosure to contractors being limited to contractors that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under this Agreement; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7

may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

7.3 California Public Records Act. Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that California law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the California Public Records Act, California Government Code §§ 6250 – 6276.48, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Records Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider's request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Provider's request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in this Agreement, Provider's total liability for any and all causes and claims arising under this Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole remedy for such failure shall be the remedies set forth in the SLA. No such failure shall be considered a Default by Provider under this Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICE PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE SOLELY RESPONSIBLE

FOR THE SECURITY. CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

ARTICLE 9 –INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "**Provider Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under this Agreement; (ii) Customer's noncompliance with or Default under this Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under this Agreement.

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "**Customer Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under this Agreement; (ii) Provider's noncompliance with or Default under this Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under this Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified party shall promptly notify the indemnifying party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified party without the consent of the indemnified party. The indemnified party shall reasonably cooperate with the indemnifying party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying party, all at the cost and expense of the indemnifying party.

ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any failure of performance hereunder (other than Customer's payment obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar natural disaster, terrorist acts, insurrection, riot, national emergency, war or other catastrophe, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "**Force Majeure Event**"). The Party claiming relief under this Article shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the cessation of such event. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate this Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 Good Faith Negotiations. Except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a "**Dispute**") arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a "**Dispute Notice**"). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

11.2 Governing Law. This Agreement and all matters arising out of this Agreement shall be governed by the laws of the State

of California. Any judicial action arising in connection with this Agreement shall be in the Superior Court of the State of California in and for San Mateo County, or in the Federal District Court for the Northern District of California, as applicable.

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer this Agreement or its obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party's consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such Party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in this Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

If to Provider:
Wave Business Solutions, LLC
401 Parkplace Center, Suite 500
Kirkland, WA 98033
ATTN:
Email:

If to Customer:

With a Copy to:
WaveDivision Holdings, LLC
401 Parkplace Center, Suite 500
Kirkland, WA 98033
ATTN: Jim Penney
Email: jpenney@wavebroadband.com

With a Copy to:

Either party may change its notice address by giving notice to the other party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties.

15.2 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any

reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.3 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under this Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.4 Attorneys' Fees. If any proceeding is brought by a Party to enforce or interpret any term or provision of the Agreement, the substantially prevailing Party in such proceeding will be entitled to recover, in addition to all other relief as set forth in the Agreement, that Party's reasonable attorneys' and experts' fees and expenses.

15.5 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. This Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of this Agreement.

15.6 Exhibits. The following Exhibits, which are attached to this Agreement, are incorporated herein and by this reference made a part of this Agreement:

EXHIBIT A - Service Level Agreement for Lit Fiber Services
EXHIBIT B - Service Level Agreement for Dark Fiber Services

15.7 Computation of Time. Except where expressly provided to the contrary, as used in this Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in this Agreement. If the final date of any period of time set out in any provision of this Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in this Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.8 Counterparts. This MSA and any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document.

The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

CUSTOMER:	**PROVIDER:**
_____, a _____	Wave Business Solutions, LLC, a Washington limited liability company
By_____ Name: _____ Title: _____	By_____ Name: _____ Title: _____

EXHIBIT A
Service Level Agreement
for
Ultra High Availability Enterprise Services

This Service Level Agreement for Ultra High Availability Enterprise Services (this "SLA") is a part of the Master Services Agreement ("MSA") between Wave Business Solutions, LLC ("WAVE") and Customer. This SLA applies to the following types of Enterprise Services offered by WAVE: (a) Ethernet Transport Services, (b) Dedicated Internet Access Services, and (c) Phone Solutions Over Fiber Services.

1. AVAILABILITY SLA

WAVE's Network is designed to provide a target **Availability of at least 99.999%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.999% Availability	Less than 26 seconds	Target Met
	> 26 seconds up to 1 hour	5%
	> 1 hours up to 3 hours	10%
	> 3 hours up to 5 hours	15%
	> 5 hours	an additional 5% for each additional hour of Service Outage

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in Services due to failure or malfunction of the WAVE Network or WAVE Equipment, WAVE's NOC is designed to provide a **MTTR of 4 hours or less.** If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from WAVE on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
4 hr MTTR	≤ 4 Hrs.	Target Met
	> 4 Hrs. to 6 Hrs.	5%
	> 6 Hrs. to 8 Hrs.	10%
	> 8 Hrs.	25%

3. PACKET DELIVERY / PACKET LOSS SLA

The WAVE Network is designed to provide **no greater than 0.05% Packet Loss.** If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.05% Packet Loss	0% - 0.05%	Target Met
	> 0.05% - 0.08%	5%
	> 0.08% - 0.1%	10%
	> 0.1% - 0.7%	25%
	> 0.7% - 1.0%	50%
	> 1.0%	100%

4. LATENCY SLA

The WAVE Network is designed to provide a monthly average round trip Latency not to exceed the following:

- **Round Trip Local Market Latency of 8 ms or less**
- **Round Trip Inter-Market Latency* of 39 ms or less**

If WAVE determines the applicable Latency target was not met in a given month and also cannot remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the WAVE NOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency Round Trip	**Target Inter-Market Latency* Round Trip**	Actual Latency Round Trip (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
8 ms or less	**39 ms or less**	≤ Target Latency	Target Met
		> Target up to 5 ms over Target	5%
		> 5 ms up to 10 ms over Target	10%
		> 10 ms up to 15 ms over Target	25%
		> 15 ms over Target	50%

* Inter-Market Latency means up to 800 network miles between locations

5. NETWORK JITTER SLA

The WAVE Backbone Network is designed to have a monthly average one-way Network Jitter **no greater than 1 ms.** If the Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the applicable Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

"Availability" means the ability of Customer to exchange Ethernet packets with the WAVE Network via Customer's router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\text{\% Availability (per calendar month)} = \frac{\text{(Total Minutes in Month – Total Minutes of Unavailability in Month)}}{\text{Total Minutes in Month}}$$

For Ethernet Transport Services and Phone Over Fiber Services, Availability is calculated at the individual circuit level, between WAVE's Backbone Network and the Customer's router port. For Dedicated Internet Access Services, Availability is calculated from the Customer's router port through the WAVE Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore "TTR" in excess of WAVE's targeted MTTR.

"Emergency Maintenance" means WAVE's efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE's reasonable control, such as, by way of example only, Force Majeure, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE's delivery of the Services to Customer.

"Jitter" or "Network Jitter" refers to an undesirable variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

"Latency" means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on WAVE's Network to another designated point on WAVE's Network. Latency is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

"Mean Time to Restore" or "MTTR" means the average time required to restore the WAVE Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the WAVE NOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Packet Loss" means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured

by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

"Scheduled Maintenance" means any maintenance of the portion of the WAVE Network to which Customer's router is connected that is performed during a standard maintenance window (1:00AM – 5:00AM Pacific Time). Customer will be notified via email at least seven (7) days in advance of any scheduled maintenance that is likely to affect Customer's Service.

"Trouble Ticket" means a trouble ticket generated through the WAVE NOC upon notification of a Service-related problem. Trouble Tickets may be generated by WAVE pursuant to its internal network monitoring process, or by Customer's reporting of a problem to the WAVE NOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE NOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by WAVE will not provide a basis for Customer credits or Chronic Outage remedies.

"WAVE Network" means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes Customer's access port. The "WAVE Network" does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer's local area network after the demarcation point for the Services provided by WAVE.

"WAVE Backbone Network" means WAVE's core fiber backbone that connects WAVE's POPs and regional hubs.

"WAVE's Network Operations Center" or "WAVE's NOC" means WAVE's network operations center which is staffed 24x7x365 and can be reached at: 888-317-0488.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be in good standing with WAVE and current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.

(i) To claim SLA-related Service credits, Customer must do the following:

(a) Open a Trouble Ticket with the WAVE NOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);

(b) Submit a written request for the credit(s) to WAVE's customer service department within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and

(c) Provide the following documentation when requesting the credit(s):
- Customer name and contact information;
- Trouble Ticket number(s);
- Date and beginning/end time of the claimed Outage or failed SLA metric;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Outage or failed SLA metric.

(ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:

(a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE NOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;

(b) Submit a written request for a remedy regarding the Chronic Outage to WAVE's customer service department within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

(c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
- Type of remedy requested (e.g., substitution or termination);
- Trouble Ticket numbers for each individual Outage event;

- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 **WAVE's Evaluation of Claims.** All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer's claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE's request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, WAVE will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE's determination regarding whether or not an SLA has been violated shall be final.

8.3 **Limitations and Exclusions.** Total credits for any given calendar month shall not exceed 100% of the MRC for the affected circuit and Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) The acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) The failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services, including the unavailability of required Customer personnel due to Customer's failure to keep WAVE provided with current and accurate contact information for such personnel; (iii) Scheduled Service alteration, maintenance or implementation; (iv) The failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE's Affilliates; (v) Force majeure events; (vi) WAVE's inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (viii) WAVE's termination of the Service for cause, or as otherwise authorized by the MSA; (ix) Improper or inaccurate network specifications provided by Customer; (x) Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer; (xi) Special configurations of the standard Service that have been mutually agreed to by Customer and WAVE, unless a separate Service Level Agreement for the special configuration has been established with the Service Order; or (xii) WAVE's inability to deliver Service by the Customer's desired due date.

ORDER FOR DATA TRANSPORT SERVICES
E-Rate Customer

This Order for Data Transport Services: E-Rate Customer (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between WAVEDIVISION HOLDINGS, LLC, a Delaware limited liability company ("Provider"), and _____, a _____ ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement between Provider and Customer dated _____ (the "MSA"). All capitalized terms used but not defined in this Service Order shall have the meanings given to them MSA.

Section 1: Data Transport Services. Provider shall provide to Customer the data transport services set forth in the following table (each, a "Service," and collectively, the "Services"). The Services shall connect the "A Location" and "Z Location" set forth below (each such location a "Service Site," and collectively, the "Service Sites"), at the bandwidths set forth below, in exchange for the one-time, non-recurring installation cost ("NRC") set forth below, and the monthly recurring charges ("MRC") set forth below:

Circuit Identifier	Bandwidth and Type of Connection	A Location Service Site	Z Location Service Site	NRC	MRC
Circuit 1	[INSERT BANDWIDTH OF CONNECTION]	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarc:	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarc:	[INSERT]	[INSERT]
Circuit 2	[INSERT BANDWIDTH OF CONNECTION]	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarc:	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarc:	[INSERT]	[INSERT]
Circuit 3	[INSERT BANDWIDTH OF CONNECTION]	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarc:	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING) Demarc:	[INSERT]	[INSERT]
			TOTAL COST:	**[INSERT]**	**[INSERT]**

Section 2: Service Term. The Service Term for Circuit 1 is: _____. The Service Term for Circuit 2 is: _____. The Service Term for Circuit 3 is: _____.

Section 3: Estimated Installation Date. The estimated installation date for Circuit 1 is: _____. The estimated approximate installation date for Circuit 2 is: _____. The estimated approximate installation date for Circuit 3 is: _____.

Section 4: Customer Information.

Account Name:

Account Executive to Customer:

Invoicing Address:

E-Rate Billing Method: ☐ SPI Method (FCC Form 474)
☐ BEAR Method (FCC Form 472)

To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

Customer Site Contact:	Customer Billing Contact:	Other Customer Contact:
[INSERT NAME]	[INSERT NAME]	[INSERT NAME]
[INSERT EMAIL]	[INSERT EMAIL]	[INSERT EMAIL]
[INSERT PHONE 1]	[INSERT PHONE 1]	[INSERT PHONE 1]
[INSERT PHONE 2]	[INSERT PHONE 2]	[INSERT PHONE 2]

Section 5: Service Term. Installation, testing and acceptance of the Services shall be in accordance with Article 3 of the MSA. The Service Term for each Service, set forth in Section 2 above, shall commence on the applicable Service Commencement Date.

Section 6: Rates and Charges. Customer is responsible for paying to Provider the NRC and MRC set forth in Section 1 above, all in accordance with Article 4 of the MSA.

Section 7: Performance. Provider shall use commercially reasonable efforts in keeping with normal industry standards to ensure that the Services are available to Customer 24 hours per day, seven days per week, consistent with the applicable SLA. It is possible, however, that there will be interruptions of Services. Customer understands and agrees that the Services may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Provider's reasonable control. Temporary Service interruptions for such reasons, as well as all Service interruptions caused by Customer, or by Force Majeure Events, will not constitute failures by Provider to perform its obligations under this Service Order. Instead, Customer's sole remedies for any such interruptions in the Services are described in the SLA.

Section 8: Customer Equipment and Software. As between Provider and Customer, Customer is solely responsible for the installation, repair, maintenance and use of all Customer Equipment and all software supplied by Customer for use in connection with the Services, including all aspects of Customer's internal network. Provider does not manufacture Equipment or software and does not support Customer Equipment or software. Any questions concerning or requests for maintenance or repair of third-party hardware or software should be directed to the provider of that product. If Customer Equipment or software impairs the Services, Customer will remain liable for payment of the applicable Fees. If, at Customer's request, Provider should attempt to resolve difficulties caused by Customer Equipment or software, such efforts may be performed at Provider's discretion and Customer will be responsible for Provider's then-current commercial rates and terms for such consulting services.

Section 9: Customer Security Measures. Customer is responsible for all access to and use of the Services by means of Customer's Equipment and Customer's internal network, whether or not Customer has actual knowledge of or authorizes such access or use. Customer is responsible for the security of Customer's internal network, and shall implement commercially reasonable security measures to prevent unauthorized use of or access to the Services. In accordance with Section 6.3 of the MSA, the failure by Customer to implement commercially reasonable network security measures may result in immediate termination of the Services and this Service Order by Provider. Customer will be solely liable and responsible for all conduct occurring through either authorized or unauthorized use of the Services through Customer's network and/or Customer's Equipment, until Customer informs Provider of a security breach. Provider is not responsible and assumes no liability for losses, claims, damages, expenses, or costs resulting from persons accessing Customer's internal network and/or Provider's network through Customer's Equipment, and Customer shall hold Provider harmless from and indemnify Provider against any such claims, losses, or damages to the full extent arising from such access.

Section 10: E-Rate Program.

(a) Participation in E-Rate Program. With respect to this Service Order, Customer is participating in the Federal Universal Service Discount program for schools and libraries ("E-Rate"), offered by the Federal Communications Commission via the Schools and Libraries Division (the "SLD"), which is administered by the Universal Service Administrative Company ("USAC").

(b) Customer's Contingent Right to Cancel. As set forth in the MSA, this Service Order is conditional and subject to Customer receiving full E-Rate funding by the SLD. Notwithstanding anything to the contrary contained in this Service Order or in the MSA, Customer reserves the right to cancel or in any manner reduce the scope of this Service Order in the event SLD does not completely fund the request for funding submitted by Customer with respect to the Services described in this Service Order.

(c) E-Rate Billing. Under the E-Rate program, Customer must elect one of the following methods of invoicing, both of which require the cooperation of Provider:

(i) SPI Method: Under the Service Provider Invoice method (the "SPI" method) of billing, Customer receives a discount on the invoices Customer receives from Provider. Customer pays in full the invoices it receives from Provider. Provider then submits FCC form 474, the Service Provider Invoice Form, to USAC in order to receive payment from USAC for the discounts Provider provided to Customer.

(ii) BEAR Method: Under the Billed Entity Applicant Reimbursement Method (the "BEAR" method) of billing, the invoices Customer receives from Provider contain the full amount of the non-discounted rates set forth in Section 1 above. Customer pays in full the invoices it receives from Provider. Customer then submits FCC Form 472, the Billed Entity Applicant Reimbursement Form, to USAC in order to receive reimbursement from USAC for a portion of the amounts paid to Provider.

Customer has specified in Section 4 above which of the two methods of E-Rate billing Customer desires to use with respect to this Service Order. Regardless of which E-Rate billing method Customer has elected, the Parties agree to cooperate with one another as reasonably necessary to complete and process such paperwork as may be necessary for Customer to take advantage of the E-Rate funding available for the Services.

[The remainder of this page is intentionally left blank.]

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

CUSTOMER:	**PROVIDER:**
_____	WAVEDIVISION HOLDINGS, LLC
By _____	By _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[The remainder of this page is intentionally left blank.]

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:
CSBA Delegate Assembly Elections

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
March 3, 2020

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will discuss submitting an election ballot for subregion 4-D Representative to the CSBA Delegate Assembly. The ballot must be submitted by March 16, 2020.

ADMINISTRATION RECOMMENDATION:

Administration recommends the Board of Trustees review.

wp/rk/CSBAelectionsfactform

California School Boards Association

REQUIRES BOARD ACTION

Due: Mon. Mar. 16—return ballot in enclosed envelope

January 31, 2020

MEMORANDUM

To: All Board Presidents and Superintendents — CSBA Member Boards
From: Xilonin Cruz-Gonzalez, CSBA President
Re: 2020 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Mon. March 16**

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper), the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Monday, March 16, 2020.** ***No exceptions.***

Your Board may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot).

If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2020 – March 31, 2022. The next meeting of the Delegate Assembly takes place on Saturday, May 16 and Sunday, May 17 at the Hyatt Regency in Sacramento. The names of all Delegates will be available on CSBA's website no later than Wednesday, April 1. Please do not hesitate to contact CSBA's Executive Office at (800) 266-3382 should you have any questions.

Encs: Ballot on red paper and watermarked "copy" of ballot on white paper
List of all current Delegates on reverse side of ballot
Candidate(s)' required Biographical Sketch Forms and resumes, if provided
CSBA-addressed envelope to send back ballots

REQUIRES BOARD ACTION

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **MONDAY, MARCH 16, 2020**. Only ONE Ballot per Board. Be sure to mark your vote "**X**" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2020 DELEGATE ASSEMBLY BALLOT
SUBREGION 4-D
(Nevada, Placer, Sierra Counties)

(Vote for no more than 1 candidate)

Delegates will serve two-year terms beginning April 1, 2020 – March 31, 2022

**denotes incumbent*

☐ Renee Nash (Eureka Union SD)*

_____ _____
Provision for Write-in Candidate Name *School District*

_____ _____
Signature of Superintendent or Board Clerk *Title*

_____ _____
School District *Date of Board Action*

See reverse side for a current list of all Delegates in your Region.

REGION 4 – 8 Delegates (8 elected)

Director: Paige Stauss (Roseville Joint Union HSD)

Below are the current Delegates and their terms (as of January 31, 2020).

Subregion 4-A (Glenn, Tehama)
Rod Thompson (Red Bluff Jt. Union HSD), term expires 2020

Subregion 4-B (Butte)
Sandra Barnes (Oroville City ESD), term expires 2021

Subregion 4-C (Colusa, Sutter, Yuba)
Jim Flurry (Marysville Joint USD), term expires 2020
Silvia Vaca (Williams USD), term expires 2021

Subregion 4-D (Nevada, Placer, Sierra)
Julann Brown (Auburn Union ESD), term expires 2021
Alisa Fong (Roseville City SD), term expires 2021
Renee Nash (Eureka Union SD), term expires 2020

County Delegate:
June McJunkin (Sutter COE), term expires 2020

Counties

Glenn, Tehama (Subregion A)
Butte (Subregion B)
Colusa, Sutter, Yuba (Subregion C)
Nevada, Placer, Sierra (Subregion D)

COPY

csba
California School Boards Association

Delegate Assembly Biographical Sketch Form for 2020 election

DUE: Tuesday, January 7, 2020 – no late submissions accepted

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at nominations@csba.org.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Renee C Nash ***Date:*** 12/13/19

Name: Renee C Nash

CSBA Region & subregion #: 4D

District or COE: Eureka Union School District

Years on board: 7

Profession: Attorney

Contact Number (please √ one): [√] Cell [ ] Home [ ] Bus.): (916) 412-8921

*Primary E-mail: reneecnash@gmail.com

(*Communications from CSBA will be sent to primary email)*

Are you an incumbent Delegate? [X] Yes [ ] No | If yes, year you became Delegate: 2013

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Having served for six years on the Delegate Assembly I fully understand the signifgicance of the DA and appreciate the role and responsibility that delegates have. I have undertaken my role very seriously and -- in my recent retirement -- wish to become more involved in the important role and activities associated with serving in this important capacity. I have been on several important committees (including the nominating committee twice) and look forward to continuing and growing my level of involvement.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have always been an active board member. I will be serving as Board President for the third time in 2020, I have been active in making critical changes to the district, including bolstering the number of counselors serving our students, working closely with our Eureka Schools Foundation to raise money for our district, collaborating with staff and parents to create a new six-period day at our junior high schools and leading the effort to pass a facilities bond that will be on the March 2020 ballot, to name but a few. As mentioned above I continue to seek opportunities to serve CSBA beyond simply attending Delegate Assembly meetings, which I do on a regular basis.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Money is an easy answer to this question, but the answer is far more complex. The issues facing public education are extensive, including developing a better model for serving students with special needs, providing a funding model that is fair for all districts, addressing the quickly rising pension costs for teachers and classified staff, raising total money being spent on public education in California to at least the national average, but ultimately to put California in the top 10 percent of states nationwide.

Submit biographical sketch form only once, do not send multiple times. E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA Exec. Office| Attn: DA Elections | 3251 Beacon Blvd., West Sacto, CA 95691 by the deadline: Tues. Jan. 7, 2020.

Curriculum Vitae of Renee C. Nash

Ms. Nash began her career as a newspaper reporter after graduating from UC Davis with a degree in history. She spent several years working for daily newspapers in Northern California. Ms. Nash went back to school, attending law school at the McGeorge School of Law in Sacramento where she graduated with Great Distinct and was admitted to the Order of the Coif.

Ms. Nash worked as a lobbyist and Legal Counsel with the California Newspaper Publishers Association for five years and was an Adjunct Professor of Law at McGeorge School of Law for 14 years, teaching Mass Media Law and Employment Law.

Ms. Nash's career has Her included serving as Corporate Counsel to McClatchy Publishing and General Counsel and Assistant to the Publisher to News & Review Publishing.

After having four children in 20 months (including a set of triplets), Ms. Nash decided to stay closer to home, serving as General Counsel to Professional Educational Services, LP. She then moved to private practice in Roseville where her practice focused on representing businesses in employment, contract and tax matters.

Ms. Nash retired from the full-time practice of law in 2018 to focus on her true passion, public education. Ms. Nash served for over 10 years as a member of the Board of Directors of the Eureka Schools Foundation (ESF), including a stint as president. ESF raises funds for the Eureka Union School District. In 2012, Ms. Nash was elected to the Board of Trustees of the Eureka Union School District. In 2013, she was elected to the Delegate Assembly of the California School Boards Association. She currently served on both boards. With both of those positions, Ms. Nash focuses her time on improving public education at both the local and statewide level. She is a passionate advocate for public education, including ensuring adequate funding and serving the needs of all students in the state.

Ms. Nash's other focuses involve serving young people. In 2010, Ms. Nash co-founded the Roseville Theater Arts Association, a non-profit community theater whose focus is on children aged 4 through 19. She continues to serve on their Board of Directors. Ms. Nash lives in Granite Bay, California with her husband of 25 years and three of her children, triplet daughters in their senior year of high school. Her oldest daughter is a sophomore at San Diego State University. In her free time, Ms. Nash enjoys travel – especially to Napa and other winegrowing regions of the nation and world -- reading and watching murder mysteries and is a collector of fine wine.