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

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

DISTRICT ADMINISTRATION

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

School	2018-2019 CALPADS	12/4/2018	1/2/2019
Sheridan Elementary (K-5)	56	57	57
First Street Elementary (K-5)	439	433	433
Carlin C. Coppin Elementary (K-5)	444	453	452
Creekside Oaks Elementary (K-5)	589	602	602
Twelve Bridges Elementary (K-5)	644	652	646
Foskett Ranch Elementary (K-5)	412	416	417
Lincoln Crossing Elementary (K-5)	666	676	676
Glen Edwards Middle School (6-8)	869	875	872
Twelve Bridges Middle School (6-8)	796	793	796
Lincoln High School (9-12)	2,004	2,027	2,024
Phoenix High School (10-12)	100	84	83
SDC Program (18-22)	14	14	14
TOTAL	**7033**	**7,082**	**7,072**

SDC Pre-School

Foskett Ranch	41
First Street/LIP	52
Carlin C. Coppin	27

Parent Education

Continuing Educ. Classes	19

GLOBAL DISTRICT GOALS

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

Western Placer Unified School District

Regular Meeting of the Board of Trustees

February 5, 2019

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

AGENDA

2018-2019 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

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

6:00 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.

6:05 P.M.

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

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

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

3.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
New High School Property APN: 329-020-041, APN: 329-020-043

3.4 LIABILITY CLAIMS
Claim (D. Miramontz 01/14/19) Pursuant to Government Codes 910 & 910.2

3.5 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
a. Student Discipline – Violation of Stipulated Expulsion Student #17-18-E
b. Student Discipline – Violation of Stipulated Expulsion Student #18-19-B

3.6 PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release – Resolution No. 18/19.22 Authorizing the Release of Temporary Certificated Employees

7:00 P.M.

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

4.1 ***Page 10*** **- CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services

4.2 ***Page 11*** **- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

4.3 ***Page 12*** **- CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
New High School Property APN: 329-020-041, APN: 329-020-043

4.4 ***Page 13*** **- LIABILITY CLAIMS**
Claim (D. Miramontz 01/14/19) Pursuant to Government Codes 910 & 910.2

4.5 ***Page 14-15*** **- STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
c. Student Discipline – Violation of Stipulated Expulsion Student #17-18-E
d. Student Discipline – Violation of Stipulated Expulsion Student #18-19-B

4.6 ***Page 16*** **- PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release – Resolution No. 18/19.22 Authorizing the Release of Temporary Certificated Employees
Roll call vote:

5. ***Page 18-159*** **- 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: January 15, 2019
5.4 Approval of Warrants
5.5 Ratification of Contract with the Catta Verdera Country Club and WPUSD

5.6 Ratification of Contract with Morgan Creek Golf Club and WPUSD – Lincoln High School Golf Team
5.7 Ratification of Contract with Turkey Creek Golf Club and WPUSD – Lincoln High School Golf Team
5.8 Ratification of Agreement with Excel Photographers and WPUSD – TBE
5.9 Agreement for Audit Services with Crowe, LLP
5.10 Ratify Agreement for Financial Statements and Performance Audit of Measures A & N General Obligation Bonds – Crowe, LLP
5.11 Ratification of contract with Propel Fundraising and WPUSD – Glen Edwards Middle School Band
5.12 Ratification of Contract with All West Coachlines – Transportation Services to Sonoma State Historic Park for First Street School
5.13 Ratification of Contract with Best Western Plus and Holiday Inn Express Hotels and Lincoln High School
5.14 Report of Disclosure Requirements for Quarterly Reports of Investments
5.15 Ratification of Contract with TNT Fireworks and WPUSD – Twelve Bridges Middle School Music Program
5.16 Ratification of Contract with INTELLIVOL and WPUSD – Lincoln High School
5.17 Out of State Travel for Professional Development – Prepárate: Educating Latinos for the Future of America-Conference 2019 in San Antonio, TX
5.18 Student Discipline - Violation of Stipulated Expulsion Student No. 17-18-E
5.19 Student Discipline - Violation of Stipulated Expulsion Student No. 18-19-B
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 – Lindsey Ridgway
- Western Placer Teacher's Association – Tim Allen
- Western Placer Classified Employee Association – Gus Nevarez
- Superintendent - Scott Leaman

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

8.1 Information *Page 161* – **GOVERNOR'S 2019-20 STATE BUDGET PROPOSALS**
Kilpatrick *(18-19 G & O Component I, II, III, IV, V)*
•On January 10, 2019 Governor Newsom released his proposals for the 2019-20 State Budget. A detailed update will be provided to the Board at the meeting.

8.2 Information/Discussion ***Page 162*** – **SPANISH IMMERSION PROGRAM– Callahan** *(18-19 G & O Component I, II, III, IV, V)*

•In November 2016, California voters approved Proposition 58, also known as the California Education for a Global Economy (CA Ed.G.E.) Initiative.

8.3 Action ***Page 172*** – **SUNSHINE FOR NEGOTIATIONS REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA CHAPTER #741) – Simon** *(18-19 G & O Component I, II, III, IV, V)*

•Pursuant to Government Code section 3547, all proposals of the recognized employee groups and of the District must be presented at a public meeting of the District.

8.4 Information/Discussion ***Page 175*** – **RENEWAL OF JOHN ADAMS ACADEMY LINCOLN – Leaman** *(18-19 G & O Component I, II, III, IV, V)*

•John Adams Academy Lincoln has submitted their charter renewal.

8.5 Discussion ***Page 176*** – **NAMING OF FACILITY – Leaman** *(18-19 G & O Component I, II, III, IV, V)*

•The Board is considering modification of the current Facility Naming Board Policy. The Superintendent analyzed surrounding districts policies and enclosed a draft policy for discussion.

8.6 Action ***Page 180*** - **ADOPTION OF REVISED/NEW EXHIBITS/ POLICIES/ REGULATIONS – Leaman** *(18-19 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 0420 – School Plans/Site Councils
- AR 4200 – Classified Personnel
- AR 5131.41 – Use of Seclusion and Restraint
- BP/AR 5141.52 – Suicide Prevention
- BP/AR 5144.1 – Suspension and Expulsion/Due Process
- BB 9322 – Agenda/Meeting Materials
- BB 9324 – Minutes and Recordings

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

- School Safety

9.2 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **February 19, 2019** 7:00 P.M., Regular Meeting of the Board of Trustees – Foskett Ranch Elementary School, 1561 Joiner Parkway, Lincoln

11. ADJOURNMENT

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

Posted: 020119
h:\wpfiles\board\agenda\020519

DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY

Western Placer Unified School District
CLOSED SESSION AGENDA

Place: **District Office/City Hall Bldg. – Overlook Room (Fourth Floor)**
Date: **Tuesday, February 5, 2019**
Time: **6:05 P.M.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

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

9. CONFERENCE WITH LABOR NEGOTIATOR

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

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

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

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

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

AGENDA ITEM AREA:
Disclosure of action taken in closed session

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 5, 2019

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

SUBJECT:
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

AGENDA ITEM AREA:
Disclosure of Action Taken in Closed Session

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

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 5, 2019

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

SUBJECT:
CONFERENCE WITH REAL PROPERTY NEGOTIATORS

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 5, 2019

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustee will disclose any action taken in closed session in regard Real Property (Parcel: 329-020-043, 329-020-041)

RECOMMENDATION:

Administration recommends the Board of Trustee disclose action taken in closed session in regard to Real Property.

wp/rk/factform

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

SUBJECT:

Claim (D. Miramontez 01/14/19)
Pursuant to Government Codes 910 & 910.2

AGENDA ITEM AREA:

Disclosure of Action Taken in Closed Session

REQUESTED BY:

Audrey Kilpatrick,
Assistant Supt. Business & Operation

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 5, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regards to the rejection of the claim. *(Pursuant to Government Codes 910 & 910.2)*

RECOMMENDATION:

Administration recommends the Board of Trustees reject the claim.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Student Discipline
Violation of Stipulated Expulsion
Student #17-18-E

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
N/A

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 5, 2019

ROLL CALL REQUIRED:
N/A

BACKGROUND:

The Board of Trustees will take action in regards to the Violation of Stipulated Expulsion, Student #17-18-E.

RECOMMENDATION:

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

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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SUBJECT:
Student Discipline
Violation of Stipulated Expulsion
Student #18-19-B

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
N/A

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 5, 2019

ROLL CALL REQUIRED:
N/A

BACKGROUND:

The Board of Trustees will take action in regards to the Violation of Stipulated Expulsion, Student #18-19-B.

RECOMMENDATION:

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

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:
Employee Discipline/Dismissal/Release
Approve Closed Session Resolution No. 18/19.22
Authorizing the Release of Temporary
Certificated 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:
February 5, 2019

ROLL CALL REQUIRED:
Yes

BACKGROUND:

Pursuant with Education Code 44954 the District may end its employment relationship with all Temporary Certificated Employees by notifying said employees that their temporary employment term ends at the close of the 2018-2019 school year. Temporary employees were notified of their temporary employment status upon signing their Notification of Hire.

RECOMMENDATION:

Administration recommends that the Board of Trustees approve Closed Session Resolution No 18/19.22 authorizing the release of Certificated Temporary Employees at the close of the 2018-2019 school year. 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.
DISTRICT GLOBAL GOALS
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Certificated Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Gabriel Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

MEETING DATE:
February 5, 2019

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT

February 5, 2019

CERTIFICATED/MANAGEMENT

NEW HIRES: None

REQUEST FOR LEAVE OF ABSENCE (SHARED CONTRACTS):

1. (a)	Name:	Carrie Sanchez
	Position:	Third Grade Teacher
	FTE:	0.5
	Effective:	July 1, 2019
	Site:	Twelve Bridges Elementary School
(b)	Name:	Kristin Snook
	Position:	Third Grade Teacher
	FTE:	0.5
	Effective:	July 1, 2019
	Site:	Twelve Bridges Elementary School
2. (a)	Name:	Kimberly Middleton
	Position:	Fourth Grade Teacher
	FTE:	0.5
	Effective:	July 1, 2019
	Site:	Carlin C. Coppin Elementary School
(b)	Name:	Alexis Radtke
	Position:	Fifth Grade Teacher
	FTE:	0.5
	Effective:	July 1, 2019
	Site:	Carlin C. Coppin Elementary School

RESIGNATIONS:

1.	Name:	Coreena Whiteside
	Position:	4th/5th Grade Combination Teacher
	FTE:	1.0
	Effective:	June 7, 2019
	Site:	Lincoln Crossing Elementary School

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Classified Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Gabriel Simon GS
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

MEETING DATE:
February 5, 2019

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT

February 5, 2019

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. Name: Boyd Pyatt — Effective: 1/24/2019
   Position: Dispatcher/Driver Trainer — Site: Transportation
   Salary: CSEA, Range 37, Step E — Replacement
   Hours: 8 hours/5 days a week
   Days: 11 Months/Year

2. Name: Monica de la Torre — Effective: 1/22/2019
   Position: Grant Funded Instructional Aide — Site: COES
   Salary: Range 1, Step A — Replacement
   Hours: 3.5 hours/5 days a week
   Days: 10 Months/Year

3. Name: Joseph Funaki — Effective: 1/22/2019
   Position: Grant Funded Instructional Aide — Site: COES
   Salary: Range 1, Step A — Replacement
   Hours: 3.5 hours/5 days a week
   Days: 10 Months/Year

4. Name: Marta Aguilar — Effective: 1/16/2019
   Position: Campus/Cafeteria Supervisor — Site: COES
   Salary: CSEA, Range 13, Step A — Replacement
   Hours: 1.84 hours/5 days a week
   Days: 10 Months/Year

5. Name: Pam Rodrigues — Effective: 1/29/2019
   Position: Paraprofessional Phys. Hlth Care — Site: TBMS
   Salary: CSEA, Range 17, Step C — Replacement
   Hours: 5.66 hours/5 days a week
   Days: 10 Months/Year

6. Name: June Wallace — Effective: 1/28/2019
   Position: Campus/Cafeteria Supervisor — Site: COES
   Salary: CSEA, Range 20, Step B — Replacement
   Hours: 6.16 hours/4 days a week (M-TH)
   Days: 10 Months/Year

7. Name: Lisa Knafla — Effective: 1/30/2019
   Position: Health Clerk — Site: COES
   Salary: CSEA, Range 20, Step B — Replacement
   Hours: 3 hours/5 days a week
   Days: 10 Months/Year

WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT

February 5, 2019

CLASSIFIED/MANAGEMENT- CONTINUED

REHIRE:

1. Name: Angelica Cardenas — Effective: 1/29/2019
   Position: Grant Funded Instructional Aide — Site: COES
   Salary: Range 1, Step A — Replacement
   Hours: 3.5 hours/5 days a week
   Days: 10 Months/Year

TRANSFER/PROMOTION:

1. Name: Gabriel Cruz — Effective: 1/14/19
   Position: Technology Support Technician II — Site: Technology
   Hours: 8 hours/5 days a week
   Days: 12 Months/Year

ADDITIONAL POSITION:

1. Name: Maribel Vergara — Effective: 1/14/19
   Position: Campus Cafeteria Supervisor — Site: Sheridan Elementary School
   Salary: CSEA, Ranch 13, Step E — Replacement
   Hours: .34 hours/5 days a week
   Days: 10 Months/Year

RESIGNATIONS:

1. Name: David Jones — Effective: 1/25/19
   Position: Special Needs Bus Driver

RETIREMENTS:

1. Name: Stacie Bess — Effective: 3/2/19
   Position: Account Tech I

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
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4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Approval of Minutes:
- January 15, 2019 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:
February 5, 2019

ROLL CALL REQUIRED:
No

BACKGROUND:

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

- January 15, 2019 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

January 15, 2019

Glen Edwards Middle School – Multi-Purpose Room

204 L Street, Lincoln, CA 95648

MINUTES

2018-2019 Goals & Objectives (G & O) for the Management Team: **Component I:** Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

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

Board Members Present:

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

Others Present:

Scott Leaman, Superintendent
Kerry Callahan, Assistant Superintendent of Personnel Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Gabe Simon, Assistant Superintendent of Personnel Services
Mike Adell, Director of Facilities
Rosemary Knutson, Secretary to the Superintendent
Lindsey Ridgway, Student Advisory
Kathryn Palmer, Lincoln News Messenger

6:15 P.M. START

1. **CALL TO ORDER** – Glen Edwards Middle School – Multi-Purpose Room

2. **COMMUNICATION FROM THE PUBLIC**
   There was no communication from the public

6:20 P.M.

3. **CLOSED SESSION** – Glen Edwards Middle School – Library – Room 27
   - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
     Bargaining groups: WPTA & CSEA Negotiations
     Agency Negotiators:
     ~Scott Leaman, Superintendent
     ~Gabe Simon, Assistant Superintendent of Personnel Services
     ~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
     ~Kerry Callahan, Assistant Superintendent of Educational Services
   - 3.2 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
     CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF15-514477

3.3 PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release

7:00 P.M.

4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – Glen Edwards Middle School - Multi-Purpose Room
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

4.1 ***Page 10*** **- CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services

No action taken

4.2 ***Page 11*** **- 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 12*** **- PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release

No action taken

5. ***Page 14*** **- SPECIAL ORDER OF BUSINESS**
School Being Featured: Glen Edwards Middle School

Mr. Leaman introduced Lance Van Court, GEMS Principal. Lance shared how the year started off, and goals that were set in place. He talked about GEMS being under construction, and staff has been great. Communication has been great, students have been great. It's been a team effort, with the construction going on.

He shared Teachers nominate students once a month, and are recognized at the rally's. Working on building a community with parents. Starting to think about next year and working on the master schedule. We'll be adding a photography class, and looking at adding 1 zero period, an intervention period. He talked about the GEMS TV class. He introduced Albert Medina, Music Teacher. Mr. Medina introduced student, and they played a couple of songs. Shanna Parker, Assistant Principal talked about a workshop called "Point Break", this includes a workshop of 120 7th and 120 8th graders who participated in a one day workshop off site with 10 classified and certificated staff members included. They learned to communicate with others, eye to eye. They discussed eye contact. They will be doing follow up sessions, and team building. Mrs. Ward, art teacher talked about

her class, and introduced some of her students who were present and shared their art.

6. *Page 17-86* - **CONSENT AGENDA**
   - 6.1 Certificated Personnel Report
   - 6.2 Classified Personnel Report
   - 6.3 Approval of Minutes for: December 4 & 18, 2018
   - 6.4 Approval of Warrants
   - 6.5 Williams Uniform Quarterly Report
   - 6.6 Waiver Request and Affidavit – Request for Allowance of Attendance Due to Emergency Condition – School Closure for All District Schools November 15 & 16, 2018
   - 6.6 Approval of UDL-IRN International Summit Out-of-State Travel
   - 6.7 Approval of Christian Lighthouse Academy Out-of-State Travel
   - 6.8 Acceptance of Lincoln High School Relocation of Five (5) Classroom Portables Project and Approval of Notice of Completion
   - 6.9 Acceptance of Lincoln High School Scoreboard Replacement Project and Approval of Notice of Completion
   - 6.10 Ratification of Agreement for Inspection Services with Donald Sharp for Twelve Bridges High School Project
   - 6.11 Ratification of Agreement for Inspection Services with Donald Sharp for Glen Edwards Middle school Modernization and Addition Project – Phase 2
   - 6.12 Ratification of Agreement for Legal Services between Western Placer Unified School District and Dannis Woliver Kelley

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

7. **COMMUNICATION FROM THE PUBLIC**
   No request from communication

8. **REPORTS & COMMUNICATION**
   - Lincoln High School Student Advisory, Lindsey Ridgway shared the following:
     - Homecoming is next week: the theme is "No Place Like Home"
     - Boys Play Nevada Union on Thursday
     - Zebra Showcase on Thursday
     - Girls beat Ponderosa
     - Wrestling banquet this week
     - Students attend YDI this week
     - Skilled USA, competed last week in Sacramento
     - Scholarships are open, they close on March 4th
   - Western Placer Teacher's Association, Tim Allen wished everyone a Happy 2019, and shared he went on a trip to Mexico to visit family, attended governors workshop today. Begining negotiation this month.

➢Western Placer Classified Employee Association, Jim Houck wished everyone a Happy new year, and also attended the governors workshop today, and will be starting negotiations next month.

➢Superintendent, Scott Leaman shared the following:

- Looking at school naming policy, will bring back
- John Adams petition for renewal, hearing at the first meeting
- Monday a Holiday
- Introduce Kathryn Palmer, with the Lincoln News Messenger
- Reflecting this room will be very different next time we are here. A lot of changes here at GEMS
- We start accepting Interdistricts February 1st
- Board Room set up at the District Office is different
- Attended the governor's budget workshop today, along with a few other highlights, there will be changes. The State of California is in declining enrollment

9. ♦ACTION ♦DISCUSSION ♦INFORMATION

9.1 Information ***Page 88*** **– <u>WPUSD'S 2017-2018 CALIFORNIA SCHOOL DASHBOARD RESULTS</u> – Leehane** *(18-19 G & O Component I, II, III, IV, V)*

•California recently released 2017-2019 district/school accountability data through the new California School Dashboard. A presentation explaining Western Placer's accountability data will be shared during the board meeting.

Kathleen Leehane presented a power point on California School Dashboard Results for 2017-2018. She reviewed the following:

- *How results are Determined*
- *Chronic Absenteeism*
- *Suspension Rate*
- *Graduation Rate*
- *Academic Indicators: ELA*
- *Academic Indicators: Math*
- *College & Career Indicator*
- *English Learner Progress Indicator*
- *Local Indicators*
- *Student Group Report*
- *District/Charter Comparison Report*

This was for information only

9.2 Discussion ***Page 89*** **– <u>RECEIPT OF THE 2017-18 AUDITED FINANCIAL STATEMENTS</u> – Kilpatrick** *(18-19 G & O Component I, II, III, IV, V)*

•The 2017-18 Unaudited Actuals were presented to the Board of Trustees in September. The audit firm, Crowe, has performed the required independent annual audit and submitted our audit report to the State Controller's Office by December 15 as required by law.

Audrey Kilpatrick presented 2017-18 Audited Financial Statements, She introduced Matt Nethaway from Crowe, who indicated this was a good audit, and there were no noncompliance findings. He reviewed the audit process and highlighted a few items.

9.3 Information *Page 186* – **HORIZON CHARTER SCHOOLS 2017-18 ANNUAL FINANCIAL STATEMENTS AND AUDIT REPORT – Kilpatrick**
(18-19 G & O Component I, II, III, IV, V)

- Western Placer Unified School District, as the sponsoring authority for Horizon Charter Schools, is responsible for fiscal oversight. Accordingly, their annual financial statements and audit report are provided for review.

Audrey Kilpatrick presented Horizon Charter School Audit Report. There were no findings noted in the audit.

9.4 Information *Page 228* –**JOHN ADAMS ACADEMIES INC. CHARTER SCHOOLS 2017-18 CONSOLIDATED FINANCIAL STATEMENTS WITH AUDITOR'S REPORT – Kilpatrick** *(18-19 G & O Component I, II, III, IV, V)*

- Western Placer Unified School District, as the sponsoring authority for Johns Adams Academy Charter School, is responsible for the fiscal oversight. Accordingly, their annual consolidated financial statements and audit report are provided for review.

Audrey Kilpatrick presented the John Adams Academy Charter School Audit Report. There were some findings, they had two findings, one was corrected by management.

9.5 Action *Page 269* – **RESOLUTION NO. 18/19.21 DECLARING PROJECT SAVINGS AND IDENTIFYING HIGH PRIORITY CAPITAL OUTLAY PROJECTS – Adell** *(18-19 G & O Component I, II, III, IV, V)*

- After the completion of State Funded projects at Lincoln High School (Modernization and New Construction) and construction of Special Education facility at Foskett Ranch Elementary, there was a significant amount of project savings remaining in Fund 35 from the State of California.

Mike Adell presented Resolution No. 18/19.21 for approval. This will also modify the joint use agreement with the tennis courts. The district would like the public not to have access to the tennis courts at LHS. The district agreed to pay $381,000.00 to refund the city. This will allow the 6th street tennis courts to drop off of the joint use agreement. Now that Jimenez Park is completed the public will be allowed to use those tennis courts. This was the compromise we came up with. This will help them pay for their tennis courts, and we no long need to leave ours unlocked to the public. Motion by Mr. Long, seconded by Mrs. Wyatt and passed by a 5-0 *(**Ayes**: Carras, Wyatt, Long, Haley, Armitage **No**: None)* roll call vote to approve

Resolution No. 18/19.21 Declaring Project Savings and Identifying High Priority Capital Outlay Projects.

9.6 Action

Page 271 – **APPROVAL OF LOW BIDDER FOR DISTRICT-WIDE NETWORK SWITCH EQUIPMENT – E-RATE YEAR 2019 (YEAR 22) – Kilpatrick** *(18-19 G & O Component I, II, III, IV, V)*

- The District is required to advertise for wireless equipment on the District website if E-rate discounts are sought. A request for proposal (RFP) covering wireless equipment was posted to the District website and advertised in the local newspaper as required under E-rate requirements.

Audrey Kilpatrick presented the low bidder for district-wide network switch equipment for approval. Motion by Mrs. Wyatt, seconded by Mr. Carras passed 5-0 *(Ayes: Armitage, Carras, Haley, Long, Wyatt No: None)* vote to approve the Low Bidder for District-Wide Network Switch Equipment – E-Rate Year 2019 (Year 22).

9.7 Action

Page 335 – **APPROVAL OF LOW BIDDER FOR DISTRICT-WIDE WIRELESS EQUIPMENT – E-RATE YEAR 2019 (YEAR 22) – Kilpatrick** *(18-19 G & O Component I, II, III, IV, V)*

- The District is required to advertise for network switch equipment on the District website if E-rate discounts are sought. A request for proposal (RFP) covering wireless equipment was posted to the District website and advertised in the local newspaper as required under E-rate requirements.

Audrey Kilpatrick presented the low bidder for district-wide wireless equipment. Motion by Mrs. Wyatt, Mr. Haley and passed by a 5-0 *(Ayes: Armitage, Carras, Haley, Long, Wyatt No: None)* vote to approve the Low Bidder for District-Wide Wireless Equipment – E-Rate Year 2019 (Year 22).

9.8 Discussion

Page 360 – **RECEIPT OF THE 2017-18 MEASURE A AND MEASURE N GENERAL OBLIGATION BONDS AUDITED FINANCIAL STATEMENTS AND PERFORMANCE AUDITS – Kilpatrick** *(18-19 G & O Component I, II, III, IV, V)*

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

Audrey Kilpatrick reviewed the 2017-18 Measure A and Measure N general obligation bonds audited financial statements and performance audits. Matt Nethaway from Crowe also reviewed audits for both bonds. There were no findings.

9.9 Information/ Discussion *Page 401* – **SUNSHINE FOR NEGOTIATIONS REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION – CHAPTER #741 – Simon** *(18-19 G & O Component I, II, III, IV, V)*

•Pursuant to Government Code section 3547, all proposals of the recognized employee group and of the District must be presented at a public meeting of the District.

Gabe Simon presented CSEA collective bargaining agreement for discussion. This is an annual process, the Sunshine collective bargaining agreement will come back for board approval.

9.10 Action *Page 404* – **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** *(18-19 G & O Component I, II, III, IV, V)*

•Pursuant to Government Code section 3547, all proposals of the recognized employee groups and the District must be presented at a public meeting of the District.

Gabe Simon presented the WPTA Sunshine collective bargaining agreement for approval. Motion by Mr. Long, seconded by Mr. Carras and passed by a 5-0 *(Ayes: Armitage, Carras, Haley, Long, Wyatt No: None)* vote to approve the Sunshine for Negotiations regarding the Collective Bargaining Agreement between the Western Placer Unified School District (WPUSD) and the Western Placer Teacher's Association (WPTA).

9.11 Discussion/ Action *Page 407*–**CONSIDER APPROVING REVISED JOB DESCRIPTION FOR TECHNOLOGY SUPPORT TECHNICIAN II – Simon** *(18-19 G & O Component I, II, III, IV, V)*

•As a part of the ongoing review of District needs and job descriptions by the District, there exists a need to approve a revised job description for the Technology Support Technician II position which is a classified position.

Gabe Simon presented revised job description for approval. Mr. Armitage recommended showing the revisions on the existing job description would be helpful. Motion by Mr. Haley, seconded by Mrs. Wyatt and passed by a 5-0 *(Ayes: Armitage, Carras, Haley, Long, Wyatt No: None)* vote to approve the revised Job Description for Technology Support Technician II.

9.12 Discussion/ Action *Page 411* – **COOPERATIVE AGREEMENT AND FIRST AMENDMENT TO THE JOINT USE AGREEMENT – Leaman** *(18-19 G & O Component I, II, III, IV, V)*

•The WPUSD legal team has drafted an amendment to current joint use agreement with the City of Lincoln to entertain the possibility of

establishing a park next to Leaman Elementary. The park will be built based on available funding.

Mr. Leaman requested the board table this item.

9.13 Action *Page 423* - **ADOPTION OF REVISED/NEW EXHIBITS/ POLICIES/ REGULATIONS – Leaman** *(18-19 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 0420.42 – Charter School Renewal
- BP 3290 – Gifts, Grants and Bequests
- AR 3320 – Claims and Actions Against the District
- AR 3460 – Financial Reports and Accountability
- BP/AR 6145.2 – Athletic Competition
- BP/AR 6178 – Career Technical Education
- BP 6190 – Evaluation of the Instructional Program

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 Revised and New Exhibits, Policies and Regulations.

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

Mr. Haley had no report

Mr. Carras had no report

Mrs. Wyatt commended the staff, and shared that her grandson started band here, and Point Break is a great program.

Mr. Long thanked Lance, and is very impressed with the Point Break Program, it teaches lifelong skills. He reported he will not be at the next board meeting.

Mr. Armitage thanked Lance, was also in band. The Point Break speeches were awesome. He reported he will be gone during the 2nd board meeting in February.

11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➢**February 5, 2019** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

➢**February 19, 2019** 7:00 P.M., Regular Meeting of the Board of Trustees –Foskett Ranch Elementary School, 1561 Joiner Parkway

12. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:37 p.m.

Damian Armitage, President

Kris Wyatt, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

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

Posted: 011119
h:\wpfiles\board\minutes\011519

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Approval of Warrants

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

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

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 5, 2019

ROLL CALL REQUIRED:
N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the January 15, 2019 board meeting.

RECOMMENDATION:

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

wp/rk/factsheetwarrants

Checks Dated 01/18/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85663636	01/18/2019	Abigail C. Castillo	01-5200		68.12
85663637	01/18/2019	Ashlie A. Snider	01-5200		30.52
85663638	01/18/2019	CALIF DEPT OF TAX & FEE ADMIN	01-4300		77.25
85663639	01/18/2019	CROWN DISTRIBUTING INC.	13-4380		2,215.38
85663640	01/18/2019	CULTURE SHOCK YOGURT	13-4710		600.00
85663641	01/18/2019	DANIELSEN COMPANY	13-4380	83.12	
			13-4710	1,836.32	
			Unpaid Tax	4.22-	1,915.22
85663642	01/18/2019	GOLD STAR FOODS, INC	13-4710		10,477.96
85663643	01/18/2019	MINDWARE BRAINY TOYS	01-4300	964.41	
			Unpaid Tax	64.32-	900.09
85663644	01/18/2019	PRODUCERS DAIRY FOODS, INC.	13-4710		1,237.83
85663645	01/18/2019	PROPACIFIC FRESH	13-4380	271.45	
			13-4710	2,431.25	2,702.70
85663646	01/18/2019	UNIFIRST CORPORATION	13-5800		178.51
85663647	01/18/2019	ELAINE MILKAELSEN	13-8634		30.00
85663648	01/18/2019	Nathan P. Brown	01-4300		48.25
85663649	01/18/2019	Cindy J. Hagman	01-4300		89.63
85663650	01/18/2019	Christina J. Johnson	01-4300		37.98
85663651	01/18/2019	Kimberly A. Moss	01-4300		76.46
85663652	01/18/2019	Matthew J. Tofft	01-5600		194.02
85663653	01/18/2019	ALL WEST COACHLINES INC	01-5800		2,804.96
85663654	01/18/2019	ALPHA FIRED ARTS	01-4300		103.20
85663655	01/18/2019	B&H PHOTO VIDEO	01-4400	445.34	
			Unpaid Tax	30.12-	415.22
85663656	01/18/2019	CDW GOVERNMENT INC	01-4300	55,389.88	
			01-4400	11,392.12	66,782.00
85663657	01/18/2019	CURRICULUM ASSOCIATES INC.	01-4300		99.62
85663658	01/18/2019	DEMCO MEDIA	01-4300		137.10
85663659	01/18/2019	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200	62.37	
			01-4300	770.19	832.56
85663660	01/18/2019	GOPHER SPORT	01-4300		487.91
85663661	01/18/2019	INVINCIBLE ENTERPRISES	01-4300		431.11
85663662	01/18/2019	LAKESHORE LEARNING MATERIALS	01-4300		149.22
85663663	01/18/2019	LOWE'S	01-4300		940.00
85663664	01/18/2019	OFFICE DEPOT	01-4300		252.06
85663665	01/18/2019	POSTMASTER / FRE	01-4300		150.00
85663666	01/18/2019	RAY MORGAN CO. / CHICO	01-5600		444.88
85663667	01/18/2019	REALLY GOOD STUFF	01-4300		333.86
85663668	01/18/2019	S & S WORLDWIDE	01-4300		516.86
85663669	01/18/2019	SAFEWAY INC	01-4300		80.83
85663670	01/18/2019	SCHOOL MASTERS	01-4300	1,257.15	
			Unpaid Tax	73.95-	1,183.20
85663671	01/18/2019	SCHOOL SPECIALTY INC	01-4300		345.80
85663672	01/18/2019	SELWAY MACHINE TOOLS	01-4400	13,693.30	
			01-5800	59.59	13,752.89

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 01/18/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85663673	01/18/2019	SIERRA HAY & FEED	01-4300		390.54
85663674	01/18/2019	SIMPLY CPR	01-5800		525.00
85663675	01/18/2019	TEACHERS PAY TEACHERS DEPT. 6759	01-4300	110.05	
			Unpaid Tax	7.04-	103.01
85663676	01/18/2019	TOTAL EDUCATIONAL SYS SUPPORT	01-5800		5,700.00
85663677	01/18/2019	CDW GOVERNMENT INC	01-4300		107.50
85663678	01/18/2019	HAWKINS OFFICIATING SERVICE	01-5800		140.00
85663679	01/18/2019	KUTA SOFTWARE LLC	01-4300	684.90	
			Unpaid Tax	45.90-	639.00
85663680	01/18/2019	RAY MORGAN CO. / CHICO	01-5600		449.21
85663681	01/18/2019	SIERRA OFFICE SUPPLIES &	01-4300		210.05
85663682	01/18/2019	Bhawnpreet Kaur	01-5200		159.14
85663683	01/18/2019	CABE	01-5200		3,175.00
85663684	01/18/2019	GALLUP INC	01-4300		163.52
85663685	01/18/2019	LEARNING SOLUTIONS INC	01-5800		2,565.49
85663686	01/18/2019	SAFEWAY INC	01-4300		105.17
85663687	01/18/2019	SCHOOL STEPS, INC.	01-5800		18,025.00
85663688	01/18/2019	SPECIALIZED EDUC OF CA, INC. DBA SIERRA SCHOOLS	01-5800		10,578.97
85663689	01/18/2019	THERAPRO INC.	01-4300		1,148.00
85663690	01/18/2019	U.S. BANK NATIONAL ASSOCIATION U.S. BANCORP PURCHASING CARD	01-4300	6,923.60	
			01-4400	2,056.15	
			01-5200	7,082.14	
			01-5600	112.43	
			01-5800	300.00	
			13-4300	43.79	
			21-4300	1.75	
			25-5200	10.00	16,529.86
85663691	01/18/2019	WOODWIND & BRASSWIND	01-4400		3,126.34
85663692	01/18/2019	Kerry W. Beltram	01-5200		13.51
85663693	01/18/2019	Carol G. Cummings	01-5200		209.25
85663694	01/18/2019	Deborah J. McKinnon	01-5200		17.40
85663695	01/18/2019	ACSA - PLACER CO. CHAPTER ATTN: STEPHANIE GROAT	01-5200		375.00
85663696	01/18/2019	CALTRONICS BUSINESS SYSTEMS	01-5600		387.32
85663697	01/18/2019	CITRUS HEIGHTS SAW & MOWER	01-4365	145.46	
			01-5600	114.00	259.46
85663698	01/18/2019	CITY OF LINCOLN/NON UTILITY	35-6170		351,000.00
85663699	01/18/2019	CULVER ARMATURE & MOTOR	01-4400		595.81
85663700	01/18/2019	DAKTRONICS	01-6400		103,337.97
85663701	01/18/2019	DECKER EQUIPMENT	01-4300		443.94
85663702	01/18/2019	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		1,698.65
85663703	01/18/2019	ECONOMIC & PLANNING SYS. INC.	49-5800		115.00

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Checks Dated 01/18/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85663704	01/18/2019	ECORP CONSULTING INC	21-6140		3,293.87
85663705	01/18/2019	FORSTER HEATING	01-5600		265.00
85663706	01/18/2019	GRAINGER .	01-4300		318.21
85663707	01/18/2019	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		247.62
85663708	01/18/2019	HILLYARD / SACRAMENTO	01-4300		806.20
85663709	01/18/2019	HMC GROUP	21-6210		83,147.57
85663710	01/18/2019	HORIZON	01-4300		687.03
85663711	01/18/2019	J & J SCREEN & GLASS	01-5600		245.00
85663712	01/18/2019	KINGSLEY BOGARD THOMPSON LLP	01-5810		2,783.94
85663713	01/18/2019	LANCASTER BURNS CONSTRUCTION	01-5800		1,498.35
85663714	01/18/2019	LOOMIS UNION SCHOOL DISTRICT	01-4300		6.00
85663715	01/18/2019	LOWE'S	01-4300		1,214.27
85663716	01/18/2019	NCM - NATIONAL CINEMEDIA LLC	01-5801		900.00
85663717	01/18/2019	NOR-CAL ROOFING INC	01-5600		1,550.00
85663718	01/18/2019	RAY MORGAN CO. / CHICO	01-5600		58.45
85663719	01/18/2019	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		509.43
85663720	01/18/2019	ROEBBELEN CONTRACTING INC	21-6270		9,320.00
85663721	01/18/2019	SHARP ARCHITECTURE, INC.	21-5800		2,880.00
85663722	01/18/2019	SIEMENS INDUSTRY INC	01-5800		7,337.00
85663723	01/18/2019	SIERRA BUILDING SYSTEMS INC	01-5600		1,200.00
85663724	01/18/2019	SITEONE LANDSCAPE SUPPLY	01-4300		100.11
85663725	01/18/2019	STATE OF CALIFORNIA - DOJ	01-5821		98.00
85663726	01/18/2019	US BANK CORP TRUST SERVICE	49-5800		4,040.00
85663727	01/18/2019	WAXIE'S SANITARY SUPPLY	01-4300		75.02
85663728	01/18/2019	WESTERN PLACER WASTE	01-5540		230.14
85663729	01/18/2019	WILCO SUPPLY	01-5600		314.74
85663730	01/18/2019	WILLIAMS + PADDON	25-6210		2,701.68
		Total Number of Checks	**95**		**759,244.94**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	79	283,555.01
13	Cafeteria Fund	9	19,405.61
21	Building Fund #1	5	98,643.19
25	Capital Facilities Fund	2	2,711.68
35	Schools Facilities (Prop 1A)	1	351,000.00
49	Mello Roos Capital Projects	2	4,155.00
	Total Number of Checks	**95**	759,470.49
	Less Unpaid Tax Liability		225.55-
	Net (Check Amount)		**759,244.94**

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 01/11/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85661908	01/11/2019	ADVANCED INTEGRATED PEST	01-5800		1,226.00
85661909	01/11/2019	APPROVED SAFE & LOCK	01-4300		56.60
85661910	01/11/2019	AT&T	01-5560		3,663.48
85661911	01/11/2019	BARE BONES WORKWEAR	01-4300		10,329.42
85661912	01/11/2019	BIDWELL WATER	01-4300		77.50
85661913	01/11/2019	CDW GOVERNMENT INC	01-4300	6,998.92	
			01-4400	19,755.48	
			01-5800	1,150.22	
			01-6400	5,357.72	33,262.34
85661914	01/11/2019	CITRUS HEIGHTS SAW & MOWER	01-4365		308.65
85661915	01/11/2019	CLIMATE CONTROL INC	01-5600	13,600.00	
			01-5800	4,183.00	17,783.00
85661916	01/11/2019	CROWE HORWATH LLP	01-5811	33,540.00	
			21-5811	4,800.00	38,340.00
85661917	01/11/2019	DAWSON OIL COMPANY	01-4345	5,563.30	
			01-4350	10,961.36	16,524.66
85661918	01/11/2019	DECKER EQUIPMENT	01-4300		238.81
85661919	01/11/2019	DEPARTMENT OF GENERAL SERVICES	01-5800		452.57
85661920	01/11/2019	DIESEL EMISSIONS SERVICE	01-5600		3,253.38
85661921	01/11/2019	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		318.70
85661922	01/11/2019	FLINT BUILDERS, INC.	21-6200		39,566.67
85661923	01/11/2019	FORSTER HEATING	01-4400		3,845.00
85661924	01/11/2019	GEARY PACIFIC SUPPLY	01-4300		29.91
85661925	01/11/2019	GOLD COUNTRY MEDIA PUBLICATIONS	01-5800		376.25
85661926	01/11/2019	GRAINGER .	01-4300		842.46
85661927	01/11/2019	HILLYARD / SACRAMENTO	01-4300		2,472.19
85661928	01/11/2019	HOME DEPOT CREDIT SERVICES	01-4300		460.48
85661929	01/11/2019	NCM - NATIONAL CINEMEDIA LLC	01-5801		884.00
85661930	01/11/2019	PACIFIC GAS & ELECTRIC CO	01-5510	5,883.49	
			01-5530	3,132.51	9,016.00
85661931	01/11/2019	POWER PROTECTION PLUS	01-5600		480.00
85661932	01/11/2019	POWER SCHOOL GROUP, LLC	01-5800		8,567.51
85661933	01/11/2019	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-4300	1,301.61	
			01-5600	838.70	2,140.31
85661934	01/11/2019	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		350.84
85661935	01/11/2019	RIEBES AUTO PARTS	01-4365		1,665.41
85661936	01/11/2019	RSD - REFRIGERATION SUPPLIES	01-4300		1,404.97
85661937	01/11/2019	SACRAMENTO THEATRICAL LIGHTING	01-5600		4,806.63
85661938	01/11/2019	SCHOOL FACILITY CONSULTANTS	25-5800		333.75
85661939	01/11/2019	SIERRA BUILDING SYSTEMS INC	01-5600		2,861.16
85661940	01/11/2019	SIERRA OFFICE SUPPLIES &	01-4300		1,683.50

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Checks Dated 01/11/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85661941	01/11/2019	SIG SCHOOLS INSURANCE GROUP	01-5400	308,250.38	
			01-5460	1,280.00	309,530.38
85661942	01/11/2019	SWRCB/STATE WATER RESOURCES	21-5800		2,416.00
85661943	01/11/2019	TRI-SIGNAL INTEGRATION, INC.	01-5600		1,002.45
85661944	01/11/2019	VALLEY ROCK LANDSCAPE MTRL INC	01-4300		962.37
85661945	01/11/2019	WALLACE-KUHL & ASSOCIATES	01-6290		1,623.00
85661946	01/11/2019	WAVE BUSINESS WAVE BROADBAND-ROCKLIN	01-5560		4,379.69
85661947	01/11/2019	WAXIE'S SANITARY SUPPLY	01-4300		2,361.10
85661948	01/11/2019	WHEST KOAST PLUMBING	01-5800		751.00
85661949	01/11/2019	WILCO SUPPLY	01-5600		359.30
85661950	01/11/2019	Michael G. Maul	01-4300		136.67
85661951	01/11/2019	ADD SOME CLASS	01-4400		3,681.95
85661952	01/11/2019	APPLE INC.	01-4300		1,752.18
85661953	01/11/2019	AUBURN HARDWOODS	01-4300		359.62
85661954	01/11/2019	B&H PHOTO VIDEO	01-4400	4,767.69	
			Unpaid Tax	331.69-	4,436.00
85661955	01/11/2019	BALFOUR	01-4300		1,031.10
85661956	01/11/2019	BRAIN POP	01-4300		230.00
85661957	01/11/2019	BUREAU OF EDUCATION & RESEARCH	01-5200		259.00
85661958	01/11/2019	BURKETT'S OFFICE	01-4300		2,572.27
85661959	01/11/2019	C & S SALES, INC.	01-4300	20.20	
			Unpaid Tax	.96-	19.24
85661960	01/11/2019	CHALLENGE WORKS INC	01-5800		1,070.80
85661961	01/11/2019	CURRICULUM ASSOCIATES INC.	01-4300		171.89
85661962	01/11/2019	DANG ELECTRIC	01-5800		8,500.00
85661963	01/11/2019	DISCOVERY OFFICE SYSTEMS	01-4300		2.53
85661964	01/11/2019	EXCEL PHOTOGRAPHERS	01-4300		216.00
85661965	01/11/2019	FOLLETT SCHOOL SOLUTIONS, INC.	01-4100		399.77
85661966	01/11/2019	MJB WELDING SUPPLY, INC.	01-4300		47.50
85661967	01/11/2019	OFFICE DEPOT	01-4300		303.08
85661968	01/11/2019	PENCILS.COM	01-4300		196.15
85661969	01/11/2019	PITSCO	01-4300	1,215.09	
			01-4400	3,340.84	
			01-6400	5,357.15	9,913.08
85661970	01/11/2019	PRECISION WEST TECHNOLOGIES	01-4300		145.00
85661971	01/11/2019	REDI-MAT COMPANY, INC.	01-4300		1,386.64
85661972	01/11/2019	RIEBES AUTO PARTS	01-4300		210.32
85661973	01/11/2019	SCHOOL INNOVATION & ACHIEVEMENT	01-4300		44.90
85661974	01/11/2019	SCHOOL SPECIALTY INC	01-4300		6.66
85661975	01/11/2019	STAPLES BUSINESS ADVANTAGE	01-4300		3,845.13
85661976	01/11/2019	TEACHERS PAY TEACHERS DEPT. 6759	01-4300	48.03	

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Checks Dated 01/11/2019

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
			Unpaid Tax	3.05-	44.98
85661977	01/11/2019	AZOLLA FARM	13-4710		210.00
85661978	01/11/2019	CROWN DISTRIBUTING INC.	13-4380		251.98
85661979	01/11/2019	DANIELSEN COMPANY	13-4380	50.56	
			13-4710	2,087.85	
			Unpaid Tax	2.02-	2,136.39
85661980	01/11/2019	HIGHLAND ORCHARD LLC	13-4710		348.00
85661981	01/11/2019	A-Z BUS SALES INC	01-4365		1,312.45
85661982	01/11/2019	BUS WEST - DIVISION OF VELOCITY VEHICLE GROUP	01-4365		101.00
85661983	01/11/2019	Alla K. Eggel	01-5200		105.74
85661984	01/11/2019	Faviola J. Melendrez-Lopez	01-5200		116.38
85661985	01/11/2019	AMBER ABRAMS	01-5800		1,048.58
85661986	01/11/2019	CABE	01-5200		3,550.00
85661987	01/11/2019	CDW GOVERNMENT INC	01-4300		1,279.88
85661988	01/11/2019	DISCOVERY OFFICE SYSTEMS	01-4300		17.76
85661989	01/11/2019	JABBERGYM INC.	01-5800		4,560.00
85661990	01/11/2019	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		273.12
85661991	01/11/2019	LAKE TAHOE RESORT HOTEL	01-5200		579.47
85661992	01/11/2019	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		376.74
85661993	01/11/2019	MEDICAB	01-5800		2,516.50
85661994	01/11/2019	MEDICAL BILLING TECHNOLOGIES	01-5800		716.25
85661995	01/11/2019	NORA DAVIS	01-5800		389.13
85661996	01/11/2019	PLACER COUNTY TRANSIT	01-5800		150.00
85661997	01/11/2019	PLACER LEARNING CENTER	01-5800		37,769.51
85661998	01/11/2019	POINT QUEST PEDIATRIC THERAPIES, LLC	01-5800		914.00
85661999	01/11/2019	PRO-ED	01-4100		691.90
85662000	01/11/2019	SACRAMENTO CO OFFICE OF ED.	01-5200		2,025.00
85662001	01/11/2019	SARAH J. JOINER	01-5800		212.56
85662002	01/11/2019	SIERRA FOOTHILLS ACADEMY	01-5800		30,123.87
85662003	01/11/2019	SIERRA OFFICE SUPPLIES &	01-4300		123.07
85662004	01/11/2019	TOTAL EDUCATIONAL SYS SUPPORT	01-5800		1,900.00
85662005	01/11/2019	WELLNESS TOGETHER	01-5800		9,450.00
85662006	01/11/2019	PACIFIC GAS & ELECTRIC CO	21-5800		71,410.00
		Total Number of Checks	**99**		**746,649.18**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	91	625,512.09
13	Cafeteria Fund	4	2,948.39
21	Building Fund #1	4	118,192.67
25	Capital Facilities Fund	1	333.75

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 01/11/2019

Check Number	Check Date	Pay to the Order of		FD-OBJT	Expensed Amount	Check Amount
		Total Number of Checks	99		746,986.90	
		Less Unpaid Tax Liability			337.72-	
		Net (Check Amount)			**746,649.18**	

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.

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 the Catta Verdera Country Club and Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund - Administration Budget

MEETING DATE:

February 5, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with the Catta Verdera Country Club and Western Placer Unified School District for the annual Community Leaders Breakfast on March 21st, 2019. The services include catering for 60 people and an event space for the Community Leaders Breakfast. The cost of services is $960.00 (without gratuity) and will be paid with Administration Budget.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between the Catta Verdera Country Club and Western Placer Unified School District.

Catta Verdera Country Club
1111 Catta Verdera

(916) 645-6731

Event Contract

Primary Contact Information

Contact Name: Emma Oehler
Home Phone: 530-450-5029
Alternate Phone:
Cellphone:
Email: Eoehler@wpusd.org
Fax:

General Event Information

Event Name:	WPUSD Breakfast	**Start Date:**	03/21/2019	**Credit Limit:**	$0.00
Event Number:	03212019	**End Date:**	03/21/2019	**Est. Guest Count:**	60
Event Type:	Catering	**Contract Date:**	12/12/2018	**Final Guest Count:**	Due 03/11/2019
Terms:	Net 0 days	**Deposit Due Date:**	NA	**Deposit Amount:**	$0.00
Tax Exempt:	No	**Balance Due Date:**	03/21/2019	**Balance Amount:**	$960.00

Event Details:

Item Description	Quantity	Price	Extended Price
Custom Menu Package	60	$16.00	$960.00
		CONTRACT SUBTOTAL	$960.00
		CONTRACT TAX	$0.00
		CONTRACT GRATUITY	$0.00
		CONTRACT TOTAL	$960.00

Terms and Conditions:

EVENT AGREEMENT

[Non-Wedding]

Thank you for your interest in holding your event ("Event") at Catta Verdera Country Club. Our experienced staff is committed to excellence in service. We are confident that we will help to make your Event a memorable one for years to come.

MENU PLANNING

Catta Verdera-Country Club, LLC, a California limited liability company (the "Club") is pleased to offer you (the "Client") the use of the Club's culinary team of professionals and to furnish you with several suggested menus. Food and beverage choices and prices are subject to change at any time prior to the mutual execution of the Client purchase order ("Purchase Order") attached hereto as Exhibit A and incorporated herein by this reference. Client must provide Club with a complete and fully executed Purchase Order on or before thirty (30) days prior to the Event. Upon delivery to

Club of the executed Purchase Order, Client will become obligated to purchase those items identified on the Purchase Order.

EVENT DETAILS ONLY AN ESTIMATION

Please note that the Event Details set forth above are merely for your convenience and are approximations only which are not binding on either Client or Club. In no event shall Client's food and beverage selections be deemed to constitute a binding portion of this Event Agreement, it being the intent of the parties that such binding selections shall be made only upon the execution of the Purchase Order attached hereto as Exhibit A.

FOOD AND BEVERAGE

All food and beverages consumed at the Club premises must be purchased from the Club. As a licensee responsible for administration of California Health and Liquor laws, the Club does not permit food or beverage to be brought in from the outside by guests, for consumption in any public area or function space within the Club premises or facilities. The Club prohibits the removal of food or beverages from the premises by Client or Client's guests or invitees. The Club adheres to standard liquor laws and reserves the right to refuse and/or discontinue alcohol service or other service to any person at any time.

TAX AND SERVICE CHARGE

Gratuities to any employees of the Club are not permitted. All federal, state and local taxes which may be imposed on or applied to this Event Agreement are included in the prices contained in this Event Agreement.

RESERVATIONS AND DEPOSITS

The Club requires a guaranteed minimum payment of $_____ for a Saturday Event, and $_____ for a Friday or Sunday Event. Reservations and the required Initial Deposit are required to secure the date of your Event. Upon receipt of your signed copy of this Event Agreement with your Initial Deposit, your Event will be considered reserved. The Initial Deposit and all other deposits required by this Event Agreement are non-refundable and non-transferable under any circumstances, and will be credited to your account and available to you on the day of the Event only. The following is a schedule of the Deposits due:

Deposit Schedule:

-Greater of $1,000 or 25% of Event Minimum Guarantee to be paid upon the execution of this Agreement ("Initial Deposit");

-Greater of $1,000 or 25% of Event Minimum Guarantee to be paid 90 days prior to your Event;

-25% of the product of (i) the Preliminary Guest Count, multiplied by (ii) the cost of the menu items identified on the fully-executed Purchase Order, to be paid 30 days prior to your Event;

-The remaining estimated balance to be paid 5 days prior to your Event; and

-Final payment of any additional charges will be payable at the conclusion of and on the day of your Event.

All Deposits are non-refundable and non-transferable under any circumstances and will be applied to the final bill for your Event. Final payment may be made by cash, check or credit card. Enclosed is a credit card authorization form which must be filed with the Club no later than 90 days prior to your Event. The failure of Client to timely make any required deposit payment shall be grounds for immediate termination of this Event Agreement by the Club. No failure of Client to make any required deposit payment shall relieve Client of the obligation to make such payment.

GUEST COUNT

A preliminary guest count ("Preliminary Guest Count") is required no later than 30 days prior to the date of your Event. In an effort to provide the best possible service to guests using the Club facilities, the final count of guests attending your Event is due in writing no later than 10 days prior to your Event. If a final count is not provided within the period specified, the final count will be the greater of (i) the minimum number of guests specified above plus 10%, or (ii) the actual number of guests attending your Event. The Club reserves the right to refuse service to any persons beyond the final guest count (or the Preliminary Guest Count if no final count is provided).

CANCELLATION

Should a partial or entire cancellation of the Event outlined in this Event Agreement occur, the Club will assess the appropriate charge above based upon when such cancellation occurred. The charge will be based upon Event pricing in effect at the time of the mutual execution of the Purchase Order (or upon the mutual execution of this Event Agreement if no Purchase Order is executed) and will be fully payable for all periods prior to the effective date of cancellation pursuant to the schedule above.

INDEMNIFICATION

Client agrees that it shall indemnify, defend and hold harmless the Club and the Club Parties (as defined below) from and against any and all damage, loss, claims, suits, demands, actions, fines, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with damage to property or injury to persons (including death) which arise out of Client's or Client Parties' (as defined below) use of the Club's premises or facilities, including any acts or omissions of Client or Client Parties. Client shall provide the Club immediate notice of any injury or damage to persons or property in, to or around the Club premises or facilities.

EXCULPATION

Except for the gross negligence or willful misconduct of the Club, the Club shall not be liable to Client, Client's guests, agents, invitees, planners, consultants or employees ("Client Parties") for any loss, injury or other damage to any person or property (including, but not limited to, Client, Client Parties, Client's property or Client Parties' property) in or about the Club premises or facilities from any cause (including, but not limited to, Force Majeure Events (as hereinafter defined)) or any other matter which is not within the Club's reasonable control. Client and Client Parties hereby waive all claims against Club, its owners, partners, directors, officers, employees, agents, and contractors ("Club Parties") for such damage and any loss or liability attributable to consequential or punitive damages. For purposes hereof, "Force Majeure Events" shall include any failure, reduction, suspension, stoppage, curtailment or interruption of any public utility services, air conditioning or elevator service, caused by mechanical failure or repairs, riots, strikes, labor disputes, fire, explosions, earthquake, floods, rain storms, war, insurrection, failure of any public utility to furnish service for any reason whatsoever (including, but not limited to, any rationing or curtailment or other reduction in service due to any

energy or natural resource conservation act or agency, now or hereinafter enacted, or any environmental protection act or agency, or any other similar or dissimilar act, statute, ordinance, regulation or directive of any federal, state, county, municipality, or any other governmental or quasi-governmental agency, or of any public utility or other public or private agency or entity vested with the power to curtail service as a means of conserving or controlling the consumption of water, gas, electricity or any other utility, or any other energy or energy product, or natural resource, or any product or service, acts of God, accident or any other similar or dissimilar causes beyond the reasonable control of Club or Club Parties); nor shall any of the foregoing constitute a basis of liability on the part of Club or Club Parties to Client or Client Parties. Notwithstanding any contrary provision of this Agreement, in the event that the Event is cancelled by the Club by reason of any Force Majeure Events, Club shall bear no responsibility or liability to Client or Client Parties, except that Club shall refund to Client any deposits actually paid by Client to Club.

RIGHT OF ENTRY

The Club and those persons authorized by it, shall have the right to enter any portion of the Club premises and facilities for any purpose, and at any time, including without limitation, during the Event.

SECURITY

The Club and the Club Parties shall not assume responsibility for damage to or loss of any merchandise or articles left on the Club premises or facilities before, during, or after the Event. Please arrange to have all personal items removed upon the conclusion of the Event. All items left for 48 hours may be discarded by the Club without liability therefor. The Club may (but will not necessarily) require Client to provide security at Client's sole cost and expense. Only security approved by the Club may be employed and all costs and liability in connection therewith are Client's responsibility.

YOUNG GUESTS

To make the Event enjoyable and memorable for Client and Client's guests, we respectfully request that all children be properly supervised for the duration of your Event. In accordance with California State Laws, no minor (under the age of 21) will be served or permitted to consume alcoholic beverages. In the event that minors will be in attendance at any function where alcohol is being served, the Club shall hold the Client both responsible and liable for the enforcement of and any violation of this provision.

SET UP/DAMAGE DEPOSIT

Access to the Club Facility identified on the Purchase Order will be permitted at __:__ AM/PM on the day of the Event for set-up. Client must provide the Club with a detailed proposal for the items that Client will be bringing into the Club. The Club reserves the right to refuse items and decorations that the Club believes would be harmful to or inappropriate for the decorum of the Club premises and facilities. Client and Client Parties are prohibited from hanging any decorations or other items from walls, ceilings, windows, lights and other fixtures. The Club will charge a damage deposit ("Damage Deposit") to insure proper take-down and clean-up of the Club premises and facilities. The Damage Deposit required for the Event is $1,000.00 which shall be provided by credit card imprint at the time of Client's payment of the final deposit owed to the Club (i.e., no later than 5 days prior to the Event). At this time, no damage deposit is required. The credit card imprint for the Damage Deposit will be destroyed within 14 days after the Event, except that any amounts reasonably applied to damages or clean-up (for which Client will receive an invoice detailing

how such amounts were applied) will either be paid by Client upon demand by Club or charged to Client's credit card, at Club's sole option.

EVENT HOURS

The Event Hours are as provided for above. For any Event Hours exceeding a 5 hour duration, there will be an overtime charge of $500.00 per hour. All overtime charges will be prorated to the nearest quarter hour.

MISCELLANEOUS

Entire Agreement; Governing Law: This Event Agreement contains the complete agreement of the parties concerning the subject matter hereof, and supersedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Event Agreement shall be construed and governed by the laws of the State of California, without regard to its conflicts of laws provisions. No Amendment: No amendment or modification to this Event Agreement shall be binding upon the Club unless same is in writing.No Assignment: This Event Agreement is for the sole benefit of the named Client and the Club, and the named Client may not assign or transfer any or all of its obligations or rights under this Event Agreement. Any assignment or transfer contrary to the provisions of this paragraph shall be null and void. Enforcement: Client shall be responsible for all costs, expenses and reasonable attorneys' fees incurred by the Club in enforcing this Event Agreement in the event the Club prevails in any such enforcement. By signing below, Client agrees that Client has read, understood and agreed to be bound by the terms of this Event Agreement.

THE CLUB:

CATTA VERDERA - COUNTRY CLUB, LLC,

a California limited liability company

By: _____ Date: _____

Note: Additional addendum sheets dealing with special preparations and set up instructions may accompany this contract

Approved (Client's Signature): _____

Date: 1/18/19

Approved (Salesman's Signature): _____

Date: _____

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Contract with Morgan Creek Golf Club and Western Placer Unified School District – Lincoln High School Golf Team

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Golf Team ASB Funds & Co-Curricular

MEETING DATE:

February 5, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Morgan Creek Golf Club and Lincoln High School Golf Team. The services include providing Lincoln High School to host a high school divisional golf tournament on April 1, 2019 as a fundraiser. The fundraiser will benefit the Lincoln High School's Golf Team. The cost and terms for hosting the golf tournament are provided in the attached contract.

RECOMMENDATION:

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

MORGAN CREEK
GOLF CLUB & EVENTS CENTER

CONFIRMATION AGREEMENT

19-Jan-19

Name	Audrey Kilpatrick	Morgan Creek Golf Club
Event Name	High School Divisional Tournament	8791 Morgan Creek Lane
Address	0	Roseville, CA 95747
City, State, Zip	0	(916) 771.8370
Phone	0	eric@morgancreekclub.com
Email	ericsouto@att.net	Eric Pohl - PGA Head Golf Professional

We are pleased to confirm the following reservation on a Tentative basis:

Date	Start Time	Function	Room	Green Fee
4/1/2019	11:00am	Access Time	All Areas	
4/1/2019	12:00pm	Tee Times	Golf Course	$20 Kids + range (walking) Coaches $30 w/ carts

Deposit: A non-refundable deposit of $ 500.00

A credit card is required to hold the date. The deposit is refundable if cancellation is received 30 days in advance of your specified date, Otherwise, cancellation of the event will result in a forfeited deposit. The remaining balance is due the day of the event. Your deposit will be applied to your bill. **YOU ARE** responsible for notifying us of your final meal and/or player count 7 days in advance, However if **NO** notification is given, the "Estimated Count" number listed above on this contract becomes the guaranteed number of meals and/or players.

Billing: Payment due day of event. Credit Card **MUST** be on file; however you may pay by check or cash day of tournament.

Final Gtd Number of Players - Due Date: 3/25/2019

TOURNAMENT CONTRACT

1. TOURNAMENT RESERVATION: The tournament date as indicated on the previous page will be held for you upon receipt of a signed contract and deposit from you and/or your organization.

2. DEPOSIT: We require that you pay a deposit of $ 500.00 when you sign this agreement.
Final balance is due **DUE DATE:** January 31, 2019

Number of Players 42 Green Fee $25 est TOTAL $ 1,050.00

Any Items based on consumption will require a credit card to remain an file in the administrative office and these items will be due immediately upon the conclusion of the event

3. **GUARANTEES**: We will be prepared for your tournament guest participation based on the final numbers you provide. Should that number increase the day of the event your organization will be required to pay for those extras.

4. **CANCELLATION**: You may cancel your tournament no less than 30 days prior to your tournament date in order to receive full refund. (Initial Here_____)

5. FOOD AND BEVERAGE: All Food & Beverage for your event **MUST** be purchased from Morgan Creek Golf Club and is taxable at the current sales tax rate. APLEASE ARRANGE ALL FOOD FOOD & BEVERAGE SERVICES THROUGH OUR FOOD & BEVERAGE DEPARMENT / BANQUET EVENTS SALES MANAGER **ABSOLUTELY NO OUTSIDE FOOD & BEVERAGE IS ALLOWED ON THE PREMIES UNLSS AUTORIZED BY MANAGEMENT.**
(Initial Here_____)

6. LABOR CHARGE: You agree to begin your event promptly at the scheduled time and agree to have your guests, invitees and other persons vacate Morgan Creek Golf Club at the closing hour indicated above.
If you delay the start time beyond one hour of the scheduled services time, an additional fee of $5.00 per guaranteed guest will apply. (with the exception of inclement weather such as frost, fog or rain delay)

-A labor fee may be incurred for any changes day of i.e; scoring, putting contest, etc.

-Morgan Creek will be left in a neat and orderly fashion, free of debris, trash or decorations. For disposal of substantial amounts of debris, a handling fee will apply.

-You further agree to reimburse us for any expense incurred by us because of your failure to comply with these regulations.

-Additional unscheduled hours occupied will result in a fee of $500.00 per hour
Small tournaments or clubhouse events do not apply.

7: **WEATHER**: The above Organization acknowledges that a tournament will **NOT** be automatically cancelled due to rain or other inclement weather. An event will ONLY be cancelled if Morgan Creek Golf Club General Mananger or Superintendent determines, in its sole and absolute discretion, that player safety is in jeopardy or potential damage may be caused to the course. A cancelled tournament shall be rescheduled at a time and date mutually accepted by both the Organization and Morgan Creek Golf Club unless in Morgan Creek Golf Club's sole and absolute discretion it can not be rescheduled due to prior commitments for the Golf Course and/or weather.

8. **SERVICE CHARGE**: For any food & beverage banquets before or after the completion of your tournament a 20% fee will be incurred on all food and beverage sales and will be added to your account as a service charge, of which a portion will be distributed to the service staff. This service charge is subject to state sales tax. This service charge is not a gratuity and is not the property of the employee(s) providing service to you.

9. **RULES AND REGULATIONS**: Each participant shall abide all golf course rules including those pertaining to food & beverage, pace of play, proper conduct, dress code, care of golf course, its equipment and facilities. You and each of your participants are jointly liable for any damage to the facility, the foregoing equipment, surrounding property and for any injury to any persons. YOU FURTHER AGREE TO HOLD THE GOLF COURSE, IT'S OPERATOR AND OWNERS, AGENTS, SERVANTS AND EMPLOYEES, AND THEIR RESPECTIVE AFFILIATES HARMLESS FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS AND SUITS ARISING FROM OR RELATING TO YOUR EVENT

-Pace of Play is strongly enforced.

- Any damage that occurs (including carts) during the course of play or after shall be the financial responsibility of the person(s) who caused such damage and the Organization.

-No signage may be affixed to **ANY** walls or doors without prior approval from the Golf Operations Manager.

(Initial Here_____)

13. **CONDUCT OF EVENT**: You agree to conduct the event in an orderly manner in full compliance with applicable laws, regulations, and Morgan Creek rules. You assume full responsibility for the conduct of all persons in attendance at your event and for any damage done to any part of our premises during the time of your event.

We reserve the right to escort unruly guests from the premises at any time. **(Initial Here**_____)

14. ALCOHOL: All liquor is purchased and distributed by Morgan Creek Golf Club - No Outside Alcohol is allowed on the premises. If a guest is caught sneaking in alcohol they will be asked to remove it from the premises. If they are caught a second time with alcohol not purchased through Morgan Creek we reserve the right to confiscate the liquor. _____ Initial

15. PROMOTIONAL CONSIDERATIONS: Morgan Creek has the right to review and approve any advertisements or promotional materials in connection with your function which specifically reference the Morgan Creek Golf Club and Event Center name or logo(s). Logos are available upon request.

16. **REGULATIONS**: Morgan Creek Golf Club is Subject to various regulations within the City of Roseville, and County of Placer, which are intended to protect the residential nature of the area. These regulations may, or may not, affect your plans or the manner in which you run your event. A summary of some of the applicable regulations is provided below:

1.) The maximum number of contracted attendees at an event, golf of non-golf is limited to 250.

2.) We are required to close one hour after sunset. There are limited expectations to this requirement, and unless we have agreed contractually to stay open later, you should plan for your event to end shortly after sunset to allow sufficient time for clean up and departure before the 1 hour has elapsed.

3.) No amplified sound or music is permitted outside or in our restaurant/bar area. In conjunction with the contracted events, amplified sound or music will be allowed in our banquet room subject to availability. If amplified sound or music is in use in the banquet room, the doors to that room MUST remain closed to "mute" the amount heard outside in respect to our neighbors.

4.) A security guard is required for special events involving groups over 40 ending after 9:00pm.

A copy of the conditional use permit containing all limitations and requirements is available for review upon request.

YOUR CONTRACT WILL **NOT BE EFFECTIVE UNLESS** you initial in the places provided above, sign and date below, and return the initialed and signed contract along with your deposit by the "Deposit Due By" date stated above.

All arrangements are tentative until this agreement is signed by an authorized member of the client's organization and is countersigned by an authorized Sales representative of the Morgan Creek Golf Club

APPROVED AND ACCEPTED:

CLIENT SIGNATURE:		SIGNATURE:	
PRINT:	Audrey Kilpatrick ~~Asst Supt of Business Svs and Operations~~	PRINT:	Eric Pohl
		DATE	

PLEASE SIGN THE LAST PAGE AND INITIAL AND RETURN ALL PAGES.

MORGAN CREEK
GOLF CLUB

8791 Morgan Creek Lane Roseville, CA 95747
Phone: 916-771.8370 Fax: 916-771-8370
Attention : Christina Harris

CREDIT CARD AGREEMENT

I hereby authorize Morgan Creek Golf Club to charge the following to my Credit Card without my original signature:
The following Credit Cards are accepted: Master Card, Visa, American Express OR Discover

[X] Hold/Confirm Space with a deposit of $500.00

[ ] Tournament charges/Deposits as agreed in the contract or function sheet previously submitted and any additions mutually agreed upon to the function

I understand an approval authorization will be done with the Credit Card Company for all estimated charges, which are due (7) business days before the event. Any additional accrued charges will be due immediately following the event. I agree that any dispute will be resolved no later than ten (10) days from the date of the Invoice. I agree to contact Morgan Creek Golf Club to resolve any billing dispute before contacting my credit card company to file a formal complaint.

To be completed by Client:

Event Name	April 1, 2019 **Event Date**
Type of credit card	
Number	**Expiration Date**
Name on Card	**Authorized Signature on Card**

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratification of Contract with Turkey Creek Golf Club and Western Placer Unified School District – Lincoln High School Golf Team

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Golf Team ASB Funds & Co-Curricular

MEETING DATE:

February 5, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Turkey Creek Golf Club and Lincoln High School Golf Team. The services include providing Lincoln High School to host a high school divisional golf tournament on April 29, 2019 as a fundraiser. The fundraiser will benefit the Lincoln High School's Golf Team. The cost and terms for hosting the golf tournament are provided in the attached contract.

RECOMMENDATION:

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

Turkey Creek
GOLF • CLUB

Dear Eric Souto, 1/21/2019

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

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

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

Tournament Dates:	**4/29/2019**
Total Amount Due:	**$1440**
Deposit Amount Due:	**$144**
Balance Due:	$1296

Final Payment Due: **4/29/2019**

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

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

Best Regards,

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

Turkey Creek Golf Club Tournament Contract

1525 Highway 193
Lincoln, CA 95648
Phone # (916) 434-9100 Fax # (916) 434-9477
E-mail: larry.baraan@clubcorp.com

Tournament Contact: **Eric Souto**		Today's Date:	**1/21/2019**
Address:		Home Phone:	
		Work Phone:	**916-521-5174**
		Cell Phone:	
City: State: Zip:		Email:	**Esouto@wpusd.org**

Tournament Name:	**Division 3 League Tournament**
Tournament Date(s):	**4/29/2019**
Start Time:	**12:00pm**
Format:	**Straight TT**
Minimum Number of Guaranteed Players:	**NA**
Estimated Number of Players:	**48**
Price Per Player GF/CF:	**$30**
Prize Fund:	**$0**
Outside F&B Charge:	**NA**
Deposit:	**$144**
Food and Beverage Cost:	**TBD**
Range Balls:	**included**
Total Estimated Golf Cost	**$1440**
Total Estimated Cost:	**TBD**

Prices expire if the Agreement is not returned with Deposit by: ***2/20/2019***
Agreement is not binding until signed by the Club (defined below).

This Tournament Agreement ("Agreement") is between **Turkey Creek Golf Club** ("Club"), located at 1525 Highway 193. Lincoln, CA 95648 and: **Audrey Kilpatrick/Division 3 League Tournament** ("Host").

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

RETURN OF CONTRACT AND DEPOSIT: If the above information meets with your approval, please sign and return this contract with a **nonrefundable** deposit of ***$144 (10% of the total due)*** to be applied to the total cost of your Tournament. Your Tournament will not be reserved until the Club receives the deposit and this contract signed by an authorized representative of Host and is not binding until signed by the Club.

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

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

Signature_____ Asst Supt of Business Svs and Operations

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

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

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

ADDITIONAL PROVISIONS:

1. Participant Responsibilities. Players, guests, invitees and vendors ("Participants") must observe the rules and regulations and bylaws of the Club, including but not limited to the following: 1) **soft spike golf shoes only** are allowed on the golf course and driving range; 2) observe the dress code - jogging apparel, or "cut-offs" of any kind are not allowed. Collared shirts are encouraged by golf course management, but not required; and 3) adhere to rules covering the use of the course and golf carts.

2. **Responsibility for Conduct/Damage/Injury/Loss. Host is responsible for the conduct of the Participants and must promptly pay for any damage to the Club (including, without limitation, damage to the golf course, golf cars, clubhouse, or other property, including personal injury) caused by any of the Participant's acts or omissions. Host shall also be responsible for any damage to houses, cars, or other property caused by any of the Participant's acts or omissions, including, without limitation, injury to persons hit by a Participant's golf ball. The Club is not responsible for any injury to Participants or for damage to any property caused by Participants. The Club is not responsible for security or any damage to or the loss of golf clubs or any personal property brought to the Club, or for any item left unattended, or for loss or damage which occurs in the Club's parking areas. No food or beverage of any kind can be brought into or removed from the Club by Host or the Participants.**

3. **Alcohol Consumption. Club does not serve alcoholic beverages to minors. It is the responsibility of Host to make sure that minors do not obtain or drink alcoholic beverages. The Host agrees to be responsible for the consumption of alcoholic beverages by all its Participants and agrees to prevent any Participant who has become impaired from leaving Club premises without assistance. Host understands that Club, in its sole discretion, may refuse service to any Participant, or to all Participants. Any such discontinuation of service shall not relieve Host of any obligations or any amounts owed pursuant to this Agreement. All alcohol consumed on the property must be purchased or provided by the Club, unless other arrangements are made, and agreed upon by Club Management. Said arrangements must be within the legal parameters of the club's liquor license.**

   Signature _____

4. Payments. Host shall remain liable for all amounts owed to Club and shall have no right to obtain a refund of any deposits paid to the Club. Interest will accrue on any unpaid balance or deposit paid late at the lesser of (i) the rate of 1.5% per month (18% per annum) or (ii) the highest rate permitted under applicable law. Additionally, should the Club, in its sole discretion, deem collection action necessary, whether prior to, during, or subsequent to litigation, the entire cost of collection, including reasonable attorneys' fees, costs, and expenses shall be paid by Host.

5. Limitation of Liability. In no event will the Club be liable for consequential, incidental, or punitive damages of any nature for any reason, including without limitation lost profits or goodwill, even if Club has been advised of their possible existence. Furthermore, in the event the Club shall have any liability to Host (whether under this Agreement or otherwise), the amount of such liability shall not exceed 50% of the amount paid to Club pursuant to this Agreement.

6. Miscellaneous. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Agreement and attachments embody the entire agreement and understanding of the parties relating to the subject matter hereof, is nonassignable, may not be amended except in writing signed by both parties, and supersedes any prior representations, agreements, and understandings, oral or written, if any, relating to such subject matter. Text messages, instant messages, messages on social media sites, and similar messages are not "in writing" for purposes of this Agreement. This Agreement shall be deemed drafted by all parties and shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement may be executed by facsimile or other electronic means, and each facsimile or other electronic signature shall be deemed to constitute a valid and binding signature of the executing party.

7. Governing Law and Place for Suit. This Agreement will be deemed to be a contract under the laws of the State in which Club is located and for all purposes will be governed by and construed in accordance with such laws. Host irrevocably agrees that any legal action or proceeding brought by or against Club with respect to this Agreement will be brought in the courts of the State in which Club is located or in the U.S. District Court for that State. Host consents to the jurisdiction of such courts and that the venue for any such action will be the county in which Club is located. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, BASED UPON, OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.** The undersigned has read and agrees to the terms and conditions stated above, certifies that he or she is an authorized representative of Host, has the authority to bind Host to this Agreement, and acknowledges receipt of a copy of this Agreement.

HOST:

By: _____
Audrey Kilpatrick

Printed Name: _____

Title: Asst Supt of Business Svs and Operations

Date: 1/22/19

CLUB:

Turkey Creek Golf Club

By: _____
Larry Baraan, Regional Tournament Coordinator

Date: _____

Credit Card Authorization

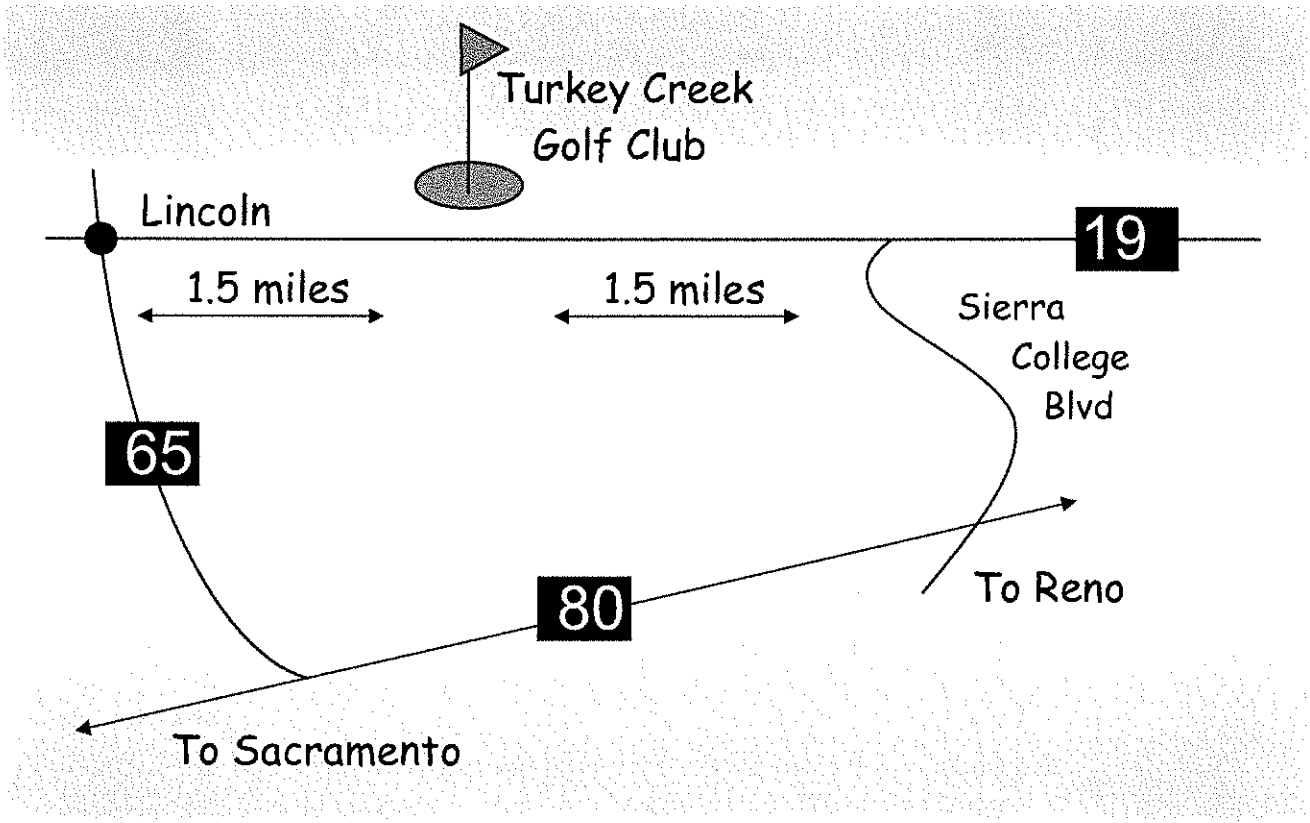
I hereby certify that I am an authorized representative of Host, that I am an authorized signor on the credit card listed below, that I have the authority to authorize charges to the credit card, and that the address above is the billing address for the credit card. By signing below, I irrevocably authorize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

o Master Card o Visa o American Express

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

Cardholder Name: _____

Authorized Signature: _____ Date: _____



Turkey Creek Golf Club
1525 Highway 193
Lincoln, CA 95648

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

Turkey Creek Golf Club Slope & Rating Information

Tees	Course Rating	Slope	Yardage
	Men		
Black	73.6	138	6929
Blue	71.3	135	6498
White	68.8	124	5858
Gold	64.0	114	4796
Combo (Blue/White)	69.9	127	6095
Combo (White/Gold)	67.2	121	5490
	Women		
White	73.9	134	5858
Gold	67.3	121	4796

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratification of Agreement with Excel Photographers and Western Placer Unified School District – Twelve Bridges Elementary

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:

February 5, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached agreement is for services with Excel Photographers and Twelve Bridges Elementary School for the 2019-20 school yearbook. The services include printing and delivery of Twelve Bridges 2019-20 yearbooks. The cost of these services is $15.00 per yearbook and will be paid with Parent Donations and site co-curricular funds.

RECOMMENDATION:

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

Excel Photographers
Yearbook Contract 2019.2020

School Information:
Twelve Bridges Elementary

Karen Reilly, Yearbook Coordinator
2450 Eastridge Drive
Lincoln, CA 95648

Yearbook Information:
Approx. number of books: 500
Approx. number of pages: 64 pages (divisible by 4)
We would like our books to arrive by: May 22, 2020
Last day of school: June 5, 2020

18.19 Yearbook Cost to School (based on information provided): $15.00
Plus taxes: $1.25 cents
Shipping: approx. *.35 cents*

Completed yearbook due to Excel –April 10, 2020

Yearbook Specifications:	Yearbook Binding Choice
√ Full Color	√ Soft Perfect
Yearbook Plan Choice:	Yearbook Cover Choice:
√ **Yearbook Fusion**	√ Custom Cover (submitted by February 3rd)

Agreement Terms:

Sign-Up Form:
The completed Sign-up Form is subject to approval by Excel. The person who signed the form will be the Authorized School Representative for this program. Signing and returning the form assures Excel the yearbook will be published with Excel during the current school year.

Excel Photographers will furnish the customer with detailed written instructions and all materials needed for yearbook completion. Layouts are to be prepared in accordance with Excel's instructions. Layouts prepared in any other format are subject of additional billing. Excel will request customer authorization before proceeding with any corrections.

Submitting Files:
The electronic PDF submitted will serve as the proof in the event a hard copy is submitted and there is a discrepancy between the hard copy and the digital PDF file, Excel will consider the digital PDF as the correct version of the document. All adjustments to the digital file will be considered corrections and charged accordingly.

Prices apply only to those yearbooks submitted in accordance with Excel's specifications as detailed in the instructions. Customer will be notified if files fail to meet necessary criteria during the preflight process at Excel. A charge of $65.00 per hour will be assessed should Excel be required to perform any file preparation or make any changes to the submitted PDF. A $15.00 per page charge will be applied if you resubmit the file with the necessary changes following a failed preflight. Once the yearbook successfully completes preflight, the delivery date will be reassigned to the next available delivery date. **To maintain yearbook delivery schedule the above plan will be strictly enforced. There can be no exceptions.**

Production Plan Requirements:

Lumapix Yearbook Fusion: Customer will furnish pages, text and photos as PDF files. The electronic PDF submitted will serve as the proof. Customer will not receive a proof prior to printing unless a proof has been requested at sign-up time and the additional cost and production time have been approved. Errors found in the PDF files (e. g., low resolution) must be corrected by the customer or will be printed as is. Resubmitted PDF pages will incur a charge of $40.00.

Proofs: One color copy of the yearbook proof is furnished to the customer for free. Customer will proof the copy for corrections. The corrected proof will be returned to Excel within three business days so final production can begin.

Custom Covers Deadlines: Custom covers are required to be completed and turned into to Excel by November 1 through February 3rd.

Payment: The balance is due within thirty (30) days after delivery of the yearbooks to the school. Past due invoices will accrue finance charges at 1 ½% per month or the maximum rate allowed by law, if lower.

Deadlines:
The customer will receive a confirmation notice indicating the delivery date. The deadline for submitting yearbook materials will be indicated on the CONFIRMATION NOTICE. Failure to meet the submission deadline may necessitate rescheduling the ship date to school.

Special Notice:
Excel reserves the right to refuse to print material that it considers tortuous, illegal or in violation of any copyright or proprietary rights. Customer shall indemnify and hold harmless Excel from any judgment sustained against Excel based on any and all manner of claims, demands, action and proceedings that may be asserted on instituted against Excel on grounds the said printing violates any copyright, trademark or proprietary right of any person or that it contains any matter libelous or scandalous or invades any person's right to privacy or other personal rights and the customer, at the customer's own expense, agrees to promptly defend and continue the defense of any such claim, demand that may be brought against Excel, provided Excel shall give to the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.

2) If your school does not collect enough money to pay the entire invoice, Excel will accept what you have collected and carry the balance due (with 0% interest) to the next school year.

Indemnity:
Customer shall indemnity and hold harmless Excel from any judgement sustained against Excel based on any and all manner of claims, demands, actions, and proceedings that may be asserted or instituted against Excel on grounds the said printing violates any copyright, trademark, or proprietary right of any person or that it contains any matter libelous or scandalous or invades any person's right to privacy or other personal rights. The Customer, at the Customer's own expense, agrees to promptly defend and continue the defense of Excel of any such claims or demands that may be brought against Excel, provided Excel shall give to the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.

Excel shall indemnity and hold harmless Customer from any judgment sustained against Customer based on any and all manner of claims, demands, actions, and proceedings that may be asserted or instituted against Customer on grounds the said printing violates any copyright, trademark, or proprietary right of any person or that it contains any matter libelous or scandalous or invades any person's right to privacy or other personal rights. Excel, at Excel's own expense, agrees to promptly defend and continue the defense of Customer of any such claims or demands that may be brought against Customer, provided Customer shall give to Excel such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.

I Have Read and Agree to the Terms List Above:

Signed: _____

Dated: 1/22/19 Asst Supt of Business Svs and Operations

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Agreement for Audit Services with Crowe, LLP

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent, Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

February 5, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

Per Education Code 41020, each year the governing board of each local education agency shall provide for an audit of the books and accounts including an audit of income and expenditures by source of funds. The district has contracted with Crowe, LLP, to provide the audit of the district's financial statements for the years ended June 30, 2019, 2020 and 2021.

The District has contracted with Crowe, LLP, for the last three years with a fee of $55,900 for the final year of the contract. The proposed three year contract shows an annual fixed fee of $55,900 for all three years, with no increase in the fee.

RECOMMENDATION:

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

Crowe

Crowe LLP
Independent Member Crowe Global

400 Capitol Mall, Suite 1400
Sacramento, California 95814-4498
Tel +1 916 441 1000
Fax +1 916 441 1110
www.crowe.com

January 18, 2019

Ms. Kilpatrick
Assistant Superintendent, Business and Operations
Western Placer Unified School District
606 6th Street 4th Floor
Lincoln, CA 95648

Dear Ms. Kilpatrick:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Western Placer Unified School District (the "District" or "you", "your" or "Client") for the years ending June 30, 2019, 2020, and 2021. The attached Crowe Engagement Terms is an integral part of this letter, and its terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the District for the period indicated.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Combining and Individual Fund Financial Statements and Schedules
- Organization
- Schedule of Average Daily Attendance
- Schedule of Instructional Time
- Schedule of Expenditures and Federal Awards
- Reconciliation of Unaudited Financial Report with Audited Financial Statements
- Schedule of Charter Schools

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedules
- Schedule of Changes in the District's Total Other Postemployment Benefit (OPEB) Liability
- Schedule of Net Pension Liability
- Schedule of the District's Proportionate Share of the Net Pension Liability
- Schedule of the District's Contributions

The document will also include the following additional information that will not be subject to the auditing procedures applied in our audit of the financial statement and for which our auditor's report will disclaim and opinion.

- Schedule of Financial Trends and Analysis - Unaudited

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount we believe would influence the financial statement users. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we consider internal control relevant to the preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the District's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

We expect to issue a written report upon completion of our audit of the financial statements. Our report will be addressed to Board of Trustees of the District. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Compliance with State Laws and Regulations – The purpose of this report on compliance is solely to describe the scope of our testing of compliance with State Laws and Regulations, and the results of that testing, based on the requirements of the State of California's *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards – The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. The objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

Our audit and work product are intended for the benefit and use of the District only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information. However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The District's Responsibilities

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material

misstatement, whether due to error or fraud. The District's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, safeguard assets, and design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the District, and their knowledge of any fraud or suspected fraud affecting the District.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements and to compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of management's representations to an effective audit, you agree to release Crowe and its personnel from any liability and costs relating to our services under this letter attributable to any misrepresentations by management.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the District of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

OTHER SERVICES

Financial Statement Preparation

The District will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the District to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Preparation of the Schedule of Expenditure of Federal Awards

The District will provide us with the necessary information to prepare the draft schedule of expenditure of federal awards including the notes thereto. We are relying on the District to provide us with all information required by the Uniform Guidance for the schedule, notes and other relevant reporting information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the schedule of expenditures of federal awards.

Recordkeeping Assistance

The District will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the District to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

With respect to the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

BOND OFFERINGS

With respect to any official statements issued by the District with which Crowe is not involved, the official statement should indicate that the auditor is not involved with the contents of such official statement. The disclosure should read as:

> "Crowe LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crowe LLP also has not performed any procedures relating to this official statement."

FEES

Our fees, including of out-of-pocket expenses are outlined below. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Audit of the District's financial statements for the year ending June 30, 2019	$ 55,900
Audit of the District's financial statements for the year ending June 30, 2020	$ 55,900
Audit of the District's financial statements for the year ending June 30, 2021	$ 55,900

In accordance with the requirements of Education Code Section 14505, the District will not be required to pay the final 10% of this amount until the current year audit report has been accepted by the State Controller's Office.

Circumstances may arise under which we must perform additional work and, thus, require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing audit requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- New or unusual transactions
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- Agreed-upon level of preparation and assistance from your personnel not provided
- Failure of your staff to prepare information in a timely manner
- Numerous revisions to your information
- Lack of availability of appropriate District personnel during audit fieldwork.

Additionally, to accommodate requests to reschedule audit fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed-upon deadlines could be impacted.

Our fee assumes that we will be provided with auditable trial balances for all funds at year end, that all bank accounts and investment accounts will be reconciled through the end of the year being audited to the trial balances, that interfund and transfer accounts will balance, that subsidiary ledgers will reconcile to the general ledger and that beginning fund equity amounts will be reconcilable to prior year audited ending fund equity. We assume that the District will cooperate with our requests for information such as explanations of account activity.

Additionally, we assume the District will provide a copy of the capital assets ledger including current year additions and dispositions and depreciation by functional expense. We assume that requested records such as invoices, contracts, grant agreements and supporting documentation will be located and provided to us. We also assume the District will prepare confirmation letters and the MD&A section of the report.

Our fee does not include implementation of any other future accounting or auditing pronouncements and/or government requirements that may change, thus, the scope or amount of auditing necessary to complete our engagements may increase beyond what is currently anticipated. Should such events occur, we would present you with our estimate of any possible increase prior to beginning our audit for the given year. An equitable adjustment in the proposed fee will be negotiated if the cost of time required for performance of the audit service is increased or decreased pursuant to a change in scope of the audit requested by the District or required by State or Federal regulations.

When we become aware of circumstances which impact the amount or scheduling of our work, we will issue, for your approval, a formal change order detailing the reason and the anticipated impact of the change. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Report.

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

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. The agreements of the parties contained in this Agreement will survive the completion or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of Illinois, without regard for choice of law principles.
We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this letter and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature page follows)

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Western Placer Unified School District and Crowe have duly executed this engagement letter effective the date first written above.

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

Western Placer Unified School District	Crowe LLP
Carrie Carlson Signature	Matthew Nethaway Signature
Carrie Carlson Printed Name	Matthew Nethaway Printed Name
Director of Business Services Title	Partner Title
1/22/19 Date	January 18, 2019 Date

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

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

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

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

THIRD PARTY PROVIDER – Crowe may use a third-party provider in providing Services to Client, which may require Crowe to share Client confidential information with the provider. If Crowe uses a third-party provider, Crowe will enter into a confidentiality agreement with the provider to require the provider to protect the confidentiality of Client's confidential information, and Crowe will be responsible to Client for maintaining its confidentiality.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third-parties assisting with or hosting the Cloud Storage that either such third-party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage.

Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third-parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations in disclosing or using such information to carry out the Services. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants that it has the authority to provide the Personal Data to Crowe in connection with the Services and that Client has processed the Personal Data provided to Crowe in accordance with applicable law. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, encrypting it when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The parties will use the International Institute for Conflict Prevention & Resolution (the "CPR Institute") Global Rules for Accelerated Commercial Arbitration (the "Accelerated Rules") then in effect, or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by the CPR Institute. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

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

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

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

The Peer Review Report provided is of Crowe Horwath LLP due to the most recent peer review being conducted prior to our legal name change on June 1, 2018.

Cherry Bekaert LLP
CPAs & Advisors

System Review Report

To the Partners of Crowe Horwath LLP
and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe Horwath LLP (the "firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, audits of carrying broker-dealers, and examinations of service organizations [Service Organizations Control (SOC) 1 and SOC 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of Crowe Horwath LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail.* Crowe Horwath LLP has received a peer review rating of *pass.*

Cherry Bekaert LLP

Cherry Bekaert LLP
August 23, 2016

AICPA Peer Review Program
Administered by the National Peer Review Committee

American Institute of CPAs
220 Leigh Farm Road
Durham, NC 27707-8110

October 31, 2016

James L Powers
Crowe Horwath LLP
225 W Wacker Dr Ste 2600
Chicago, IL 60606

Dear Mr. Powers:

It is my pleasure to notify you that on October 27, 2016 the National Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is September 30, 2019. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

Michael Fawley
Chair—National PRC
nprc@aicpa.org 919 4024502

cc: Samuel Edward Johnson; Scot D Ivey

Firm Number: 10014904 Review Number 446067

Letter ID: 1122915A

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:
Ratify Agreement for Financial Statements and And Performance Audit of Measures A and N General Obligation Bonds – Crowe, LLP

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent, Business and Operations

ENCLOSURES:
Yes

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
Measure A and N Bond Funds

MEETING DATE:
February 5, 2019

ROLL CALL REQUIRED:
No

BACKGROUND:

The District has contracted with Crowe, LLP to conduct a financial audit and performance audit on the District's Measures A and N General Obligation Bonds as of and for the periods ending June 30, 2019, 2020 and 2021.

Per Education Code 41020, each year the governing board of each local education agency shall provide for a financial audit of the books and accounts including an audit of income and expenditures by source of funds.

The objective of a Performance Audit is to determine if the bond funds have been expended only on the specific projects listed in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

Performance audits provide objective analysis so that management and those charged with governance and oversight can use the information to improve program performance and operations, reduce costs, facilitate decision making by parties with responsibility to oversee or initiate corrective action, and contribute to public accountability.

The fee for these services is a fixed rate of $8,000 per year for three years for the sudit of both Bond Measures and will be paid with Measure A and N Bond funds. The fee has increased from the prior year fee of $4,000 due to increased volume and activity of financial transactions for both Bond Measures. The Bond Measures are in their third (Measure N) or fifth (Measure A) year of activity.

RECOMMENDATION:

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

Crowe LLP
Independent Member Crowe Global
400 Capitol Mall, Suite 1400
Sacramento, California 95814-4498
Tel +1 916 441 1000
Fax +1 916 441 1110
www.crowe.com

January 18, 2019

Ms. Audrey Kilpatrick
Assistant Superintendent, Business and Operations
Western Placer Unified School District
500 6th Street, 4th Floor
Lincoln, CA 95648

Dear Ms. Kilpatrick:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Western Placer Unified School District ("the District" or "you", "your" or "Client") as of and for the years ending June 30, 2019, 2020, and 2021. The attached Crowe Engagement Terms is an integral part of this letter, and its terms are incorporated herein.

FINANCIAL AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the District's Measures A and N General Obligation Bonds for the period indicated above.

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount we believe would influence the financial statement users. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we consider internal control relevant to the preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient

importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the District's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

We expect to issue a written report upon completion of our audit of the financial statements. Our report will be addressed to Board of Trustees of the District. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph, or withdraw from the engagement.

In addition to our report on the financial statements we plan to issue the following report:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. The objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

PERFORMANCE AUDIT SERVICES

Our Responsibilities

We will conduct a performance audit on the District's Measures A and N General Obligation Bonds as of and for the period ending June 30, 2018. The objective of our Performance Audit will be *to determine if the bond funds have been expended only on the specific projects listed* in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

The objective of a performance audit is to provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. Performance audits provide objective analysis so that management and those charged with governance and oversight can use the information to improve program performance and operations, reduce costs, facilitate decision making by parties with responsibility to oversee or initiate corrective action, and contribute to public accountability. We will plan and perform the performance audit in accordance with performance audit standards contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. Because of inherent limitations of an audit, together with the inherent

limitations of internal control, an unavoidable risk that some material misstatements or material non-compliance may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the performance audit objectives.

In making our risk assessments, we consider internal control that is significant within the context of the audit objectives in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control significant within the context of the audit objectives that we have identified during the audit. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

Our audit and work product are intended for the benefit and use of the District only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information. However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The District's Responsibilities

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud. The District's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, safeguard assets, and design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons

within the District from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the District, and their knowledge of any fraud or suspected fraud affecting the District.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements and to compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of management's representations to an effective audit, you agree to release Crowe and its personnel from any liability and costs relating to our services under this letter attributable to any misrepresentations by management.

OTHER SERVICES

Financial Statement Preparation

The District will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the District to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Recordkeeping Assistance

The District will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the District to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

With respect to the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

FEES

Our fees, including of out-of-pocket expenses are outlined below. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Financial Statement and Performance Audit of Measures A and N General Obligation Bonds for the year ending June 30, 2019	$	8,000
Financial Statement and Performance Audit of Measures A and N General Obligation Bonds for the year ending June 30, 2020	$	8,000
Financial Statement and Performance Audit of Measures A and N General Obligation Bonds for the year ending June 30, 2021	$	8,000

Circumstances may arise under which we must perform additional work and, thus, require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing audit requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- New or unusual transactions
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- Agreed-upon level of preparation and assistance from your personnel not provided
- Failure of your staff to prepare information in a timely manner
- Numerous revisions to your information
- Lack of availability of appropriate District personnel during audit fieldwork.

Additionally, to accommodate requests to reschedule audit fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed-upon deadlines could be impacted.

Our fee assumes that we will be provided with auditable trial balances for all funds at year end, that all bank accounts and investment accounts will be reconciled through the end of the year being audited to the trial balances, that interfund and transfer accounts will balance, that subsidiary ledgers will reconcile to the general ledger and that beginning fund equity amounts will be reconcilable to prior year audited ending fund equity. We assume that the District will cooperate with our requests for information such as explanations of account activity.

Our fee does not include implementation of any other future accounting or auditing pronouncements and/or government requirements that may change, thus, the scope or amount of auditing necessary to complete our engagements may increase beyond what is currently anticipated. Should such events occur, we would present you with our estimate of any possible increase prior to beginning our audit for the given year. An equitable adjustment in the proposed fee will be negotiated if the cost of time required for performance of the audit service is increased or decreased pursuant to a change in scope of the audit requested by the District or required by State or Federal regulations.

When we become aware of circumstances which impact the amount or scheduling of our work, we will issue, for your approval, a formal change order detailing the reason and the anticipated impact of the change.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Report.

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

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

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

(Signature page follows)

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Western Placer Unified School District and Crowe have duly executed this engagement letter effective the date first written above.

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

Western Placer Unified School District	Crowe LLP
Carrie Carlson Signature	Matthew Nethaway Signature
Carrie Carlson Printed Name	Matthew Nethaway Printed Name
Director of Business Services Title	Partner Title
1/22/19 Date	January 18, 2019 Date

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

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

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

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

THIRD PARTY PROVIDER – Crowe may use a third-party provider in providing Services to Client, which may require Crowe to share Client confidential information with the provider. If Crowe uses a third-party provider, Crowe will enter into a confidentiality agreement with the provider to require the provider to protect the confidentiality of Client's confidential information, and Crowe will be responsible to Client for maintaining its confidentiality.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third-parties assisting with or hosting the Cloud Storage that either such third-party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage.

Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third-parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations in disclosing or using such information to carry out the Services. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants that it has the authority to provide the Personal Data to Crowe in connection with the Services and that Client has processed the Personal Data provided to Crowe in accordance with applicable law. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, encrypting it when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The parties will use the International Institute for Conflict Prevention & Resolution (the "CPR Institute") Global Rules for Accelerated Commercial Arbitration (the "Accelerated Rules") then in effect, or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by the CPR Institute. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

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

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

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

The Peer Review Report provided is of Crowe Horwath LLP due to the most recent peer review being conducted prior to our legal name change on June 1, 2018.

Cherry Bekaert LLP
CPAs & Advisors

System Review Report

To the Partners of Crowe Horwath LLP
and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe Horwath LLP (the "firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, audits of carrying broker-dealers, and examinations of service organizations [Service Organizations Control (SOC) 1 and SOC 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of Crowe Horwath LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Crowe Horwath LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP

Cherry Bekaert LLP
August 23, 2016

AICPA Peer Review Program
Administered by the National Peer Review Committee

American Institute of CPAs
220 Leigh Farm Road
Durham, NC 27707-8110

October 31, 2016

James L Powers
Crowe Horwath LLP
225 W Wacker Dr Ste 2600
Chicago, IL 60606

Dear Mr. Powers:

It is my pleasure to notify you that on October 27, 2016 the National Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is September 30, 2019. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

Michael Fawley
Chair—National PRC
nprc@aicpa.org 919 4024502

cc: Samuel Edward Johnson; Scot D Ivey

Firm Number: 10014904 Review Number 446067

Letter ID: 1122915A

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 Propel Fundraising and Western Placer Unified School District – Glen Edwards Middle School Band

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Band Co-Curricular

MEETING DATE:

February 5, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached fundraising agreement is for services with Propel Fundraising and Glen Edwards Middle School. The agreement includes providing Glen Edwards Middle School Band with gourmet pretzels to be sold as a fundraiser. The fundraiser will benefit the Glen Edwards Middle School Band. Glen Edwards will be financially responsible for total product costs of the units ordered.

RECOMMENDATION:

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

propel FUNDRAISING

FUNDRAISER AGREEMENT

Propel Fundraising ("Provider") and Organization ("Organization") identified below enter into the following Fundraiser Agreement ("Agreement") for the purpose of providing a Fundraising Program ("Program") designed to facilitate Organization's fundraising efforts:

FUNDRAISING PERIOD			
START DATE	MONTH: Jan	DAY: 22	YEAR: 2018
END DATE	MONTH: Jan	DAY: 31	YEAR: 2018

PRODUCT	QTY	1 YR PROFIT	___ YR PROFIT
Gourmet Pretzels	1-399	$5.40	N/A
	400+	$7.20	N/A

RETAIL PRICE(S)	$18.00

1. **Program Terms.** Provider and Organization agree to the indicated Fundraising Period, Product, Retail Price and Organization Profit.
2. **Provider Obligations.**
   - Provider agrees, at its discretion, to provide training and incentives, at a mutually agreed upon cost split, along with Program materials appropriate to facilitate Organization's fundraising efforts.
   - Provider agrees to obtain merchants and pay for printing and production costs associated with the sale of discount and non-discount products.
3. **Organization Obligations.**
   - Organization agrees to sell fundraising products at the specified Retail Price.
   - **Organization confirms that it is not under a contractual obligation to participate in a competing non-Provider fundraising program during the specified Fundraising Period of this Agreement.**
   - If Organization's participant(s) does/do not return or pay for Discount Products by the agreed time of completion, Organization agrees to commit its best effort to collect outstanding orders, money and products in a timely manner. Organization agrees that Provider has the right to charge for materials or products that are not returned or paid for by Organization's participant.
   - Organization acknowledges that Provider may engage in fundraising activities with other organizations at the same time and with the same discount card merchants, products and programs and that such activity does not constitute a breach of Provider's obligations under this Agreement.
   - Organization agrees to pay Provider all amounts collected from the sale of Product supplied by Provider minus the Organization's Profit at the conclusion of the Program. Organization shall be solely responsible to collect and remit to the appropriate taxing authorities any sales taxes, if required by state law. Organization retains any sales tax amounts collected from the sale of the Product. Organization agrees to return to Provider all unused Product at conclusion of Program.
   - Organization acknowledges that Provider devotes significant time, effort and expense in forming and maintaining relationships with merchants used on its Discount Product, and may continue those relationships with other Organizations Fundraising Programs after termination of this Agreement. Accordingly, Organization agrees to protect Provider's merchant relationship for a period of **TWELVE MONTHS** following termination of this Agreement. Organization shall not produce or participate with any Discount Product using any of the merchants from Provider's Discount Product prepared for or sold by Organization. Organization agrees to pay Provider **$1,500** as compensation should it choose to use any of the same merchants utilized in the most recent Provider Discount Product on a non-Provider Discount Product during the **TWELVE MONTHS** following Agreement termination.
4. **Duration, Term and Termination.**
   - **Duration.** Provider and Organization agree that Provider shall be the exclusive provider for this fundraiser for Organization for the following Term:

# of Fundraisers/Years	1	Option	N/A

   - **Termination.** In the event that Organization does not participate in the Discount Card Program agreed to herein, **Organization agrees to pay Provider for all costs including, but not limited to, design, printing, $650 for the signing of merchants, and $75 per hour for time spent by Provider while serving Organization after the signing of this Agreement.** In the event that Organization does not fulfill the agreed upon duration of years of a multi-year agreement, **Organizers agrees to receive profit or reimburse Provider the equivalent of the 1 year profit structure.**
5. **Intellectual Property Ownership and Product Distribution.** Provider retains all intellectual property rights associated with the products but agrees to license these rights for the limited purpose of product distribution pursuant to the Program. Organization agrees not to use or disclose any product, forms, materials, technical information or methods employed by Provider or intellectual property rights owned by Provider for any purpose except in association with the Program absent Provider's express written consent. Provider retains the right to distribute fundraising products as it sees fit following the conclusion of the Program or in the event that the Program is not run.
6. **Additional Terms**: Provider will contribute $0.30 per unit sold toward approved prizes (Hoodies).

7. **Authorization and Implementation.** Organization hereby asserts that the representative signing below understands the terms and conditions of the Agreement, agrees to be bound by them and has the authority to bind Organization. Organization holds Provider harmless of any liability regarding the actions and/or injuries to Program participants.

X	Audrey Kilpatrick	Asst Supt of Business Svs and Operations	1/18/19
AUTHORIZED ORGANIZATION REPRESENTATIVE (SIGNATURE)	PRINT NAME & TITLE		DATE
Darrin Guttman	Darrin Guttman, Fundraising Coach		September 10, 2018
AUTHORIZED PROVIDER REPRESENTATIVE (SIGNATURE)	PRINT NAME & TITLE		DATE

ORGANIZATION INFORMATION			
ORGANIZATION: Glen Edwards Middle School	GROUP: Music	# OF PARTICIPANTS: 145	ORGANIZATION PHONE NUMBER: 916-645-6370
ADDRESS: 204 L Street	CITY: Lincoln	STATE: CA	ZIP: 95648
CONTACT NAME: Albert Medina	CONTACT CELL: 909-702-0543	CONTACT EMAIL: amedina@wpusd.org	

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 All West Coachlines - Transportation Services to Sonoma State Historic Park for First Street School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Co-Curricular/Categorical

MEETING DATE:

February 5, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for transportation services with All West Coachlines for students and teachers of First Street School for a field trip to Sonoma State Historic Park on March 20, 2019. The services cost $2,804.96 and will be funded with Co-Curricular/Categorical.

RECOMMENDATION:

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

CONFIRMATION

Charter ID	78025
Movement ID	87587
Move Date	03/20/2019
ClientID	FIST001
Phone	(916) 645-6330
Contact	
Customer	FIRST STREET SCHOOL ATTN: TRACY PELLEGRINO 1400 FIRST STREET LINCOLN, CA 95648
Group Name	

All West Coachlines
7701 Wilbur Way
Sacramento, CA 95828
Phone: (916) 423-4000 • (800) 843-2121
Fax: (916) 689-5926

Salesperson: Tammy Walker

Spot Time	3/20/19 6:45 am
Depart Time	3/20/19 7:00 am
First Pickup	1400 FIRST ST, LINCOLN, CA
Arrival	3/20/19 9:00 am

Destination	363 3RD STREET WEST, SONOMA, CA
Leave Time	3/20/19 2:45 pm
Back Time	3/20/19 5:00 pm

First Pickup Instructions
FIRST STREET SCHOOL

Destination Instructions
SONOMA STATE HISTORIC PARK

SPAB
DVD PLAYERS

VEHICLES

Seats	Vehicle Description	Vehicle ID	
56	56 Coach		$1,402.48
56	56 Coach		$1,402.48
	Vehicle Total including PUC Tax if applicable		**$2,804.96**
	Movement Total		**$2,804.96**

Payment Terms: Payment is due 14 days in advance of charter
Deposit Requirements: Please provide copy of purchase order

Please sign and return one copy of this agreement to confirm your order. Agreement includes terms on the reverse side. Should you need to change or cancel this reservation please call the charter department at All West Coachlines, 916-423-4000.

Signature: _____ **Title:** Asst Supt of Business Svs and Operations **Date:** 4/9/19

GENERAL TERMS AND CONDITIIONS

1. *GENERAL.* This document contains all of the terms and conditions under which CUSA AWC LLC, dba all West Coachlines (the "Company","Us","We") agrees to furnish service to you ("Customer" or "You"). When you sign this document it is a legally binding contract, and it can only be changed by a later written agreement between us. Carefully read this entire document before signing.

2. *ITINERARY.* A written itinerary must be received no later than fourteen (14) days before departure. Our driver will be given a copy of your entire itinerary, and he will be instructed to follow it strictly. He has no authority to agree to make any changes in the trip schedule without the prior approval of an authorized Company supervisor. Therefore, if, after your trip begins, you want to make any change in the agreed itinerary, you must notify your driver at once and he will contact the Company. If we agree to the change you request, you must then pay the full amount of any increase in the contract price immediately upon completion of the trip. Any additional charges will be based on the Company's current published rates.

3. *COMPLIANCE WITH LAWS.* All itineraries must allow the driver and the Company to comply with all Federal, State and local regulations or ordinances. Drivers are limited to: a) 15 consecutive hours on duty in any one day (including ½ hour driver preparation; and b) of this 15 hours, a maximum of 10 hours may be actual driving hours. If your itinerary requires the use of more than one driver, either the price of the charter will be adjusted or the itinerary must be changed to allow for only one driver. Upon reaching your destination, if the drivers' total on-duty hours have been used, the driver must have a minimum of 9 hours off-duty. The Customer is responsible for the driver(s) overnight room accommodations unless you and the Company have agreed in advance that the Company will provide the driver's room and bill you for the charges.

4. *RESPONSIBILITY FOR BAGGAGE.* The Company assumes no risk for handling baggage and other passenger's property and is not liable for any loss of such items stored anywhere in the bus. Passengers may only bring baggage and other property in an amount that can conveniently be carried in the chartered bus. Each passenger is responsible for removing all of their personal property and baggage from the interior of the bus at the end of each travel day and when the trip ends.

5. *STANDING WHILE BUS IN MOTION.* Buses may start or stop suddenly. Passengers are requested not to change seats or utilize the restroom when the bus is in motion unless exercising extreme caution. The Company will not be responsible for injuries to passengers who stand or walk while the bus is in motion. Charter groups must provide adequate supervision and discipline.

6. *SERVICE SUBJECT TO TARIFF.* Customer agrees that the performance of the service described in this order is subject to tariff regulations.

7. *RIGHT TO SUBSTITUTE EQUIPMENT.* The Company has the right, at it's sole discretion to substitute equipment from our fleet or from other companies in order to fulfill this charter agreement.

8. *CHARGES.* The "TOTAL CHARTER PRICE' shown is the Company's estimate based upon our current tariff and our best estimate of the specific services you have requested before adding any fuel surcharge. Charters exceeding the miles or hours booked will be billed for additional charges. Additional hours are billed in 1 hour increments. Charges do not include driver gratuity.

9. *FUEL SURCHARGE.* All trips are subject to a fuel surcharge. Fuel surcharges are subject to change.

10. *DEPOSIT.* When a deposit is required, there is a 50% deposit per bus due 10 days after you receive your confirmation in the mail. If the deposit is not received when it is due, we may cancel the charter.

11. *PAYMENT.* Payment is due 14 days before departure unless satisfactory credit arrangements have been made and approved. Payment must be made in cash or by check payable to All West Coachlines. We accept VISA, MasterCard, American Express or Discover Card. A handling fee will be charged when paying with a credit card.

12. *FINANCE CHARGES.* If you have made credit arrangements with us to pay after departure and you fail to pay on time, we will charge you a finance charge on all past-due amounts of 1.5% for each 30 day period that the bill is past-due.

13. *CLEANING AND REPAIRS.* The Customer is liable for extraordinary cleaning and for all repairs to our vehicle (beyond normal wear) caused by members of your party. You agree to pay for all repairs and excess cleaning charged within the company's terms of payment.

14. *EXTRA FEES.* Parking, tolls, airport fees and entry fees for parks and/or attractions are the responsibility of the Customer.

15. *ALCOHOLIC BEVERAGES.* If alcoholic beverages are brought on board our vehicle, a $300.00 deposit is required. Alcohol deposits will be refunded after completion of the trip if the coach is left in good condition. Please allow 10 working days for refund to be processed. The Company reserves the right to refuse or terminate transportation to any person that displays aggressive behavior or appears to be under the influence of alcohol, or other intoxicating substances. Glass containers and kegs are not allowed on our buses.

16. *SMOKING ON THE BUS.* No smoking is permitted on our buses.

17. *CANCELLATIONS.* Charters booked, but not prepaid or confirmed by either party, may be cancelled by either You or the Company without notice. Trips cancelled less than 72 hours but more than 24 hours before spot time are subject to a $250.00 per bus cancellation fee. Trips cancelled less than 24 hours before spot time are subject to a cancellation fee of 50% of the charter price. Cancellation at spot is subject to no refund.

18. *TIME OF ARRIVAL AND DEPARTURE.* The Company does not guarantee to arrive at or depart from any point at a specific time, but will endeavor to meet the schedule submitted by its agent or employee.

19. *FORCE MAJEURE.* The Company is not responsible for any delays, changes of schedule or cancellations resulting, directly or indirectly, from any act of God, public enemies, authority of law, quarantine, perils of navigations, riots, strikes, the hazard or dangers incident to a state of war, accidents, breakdowns, road conditions, weather conditions, and other conditions beyond the Company's control.

20. *ACCOMODATIONS FOR THE DISABLED.* Any group which requires an ADA accessible bus is requested to inform us at the time of the reservation, and must notify us in writing no later than 48 hours prior to the charter's departure.

21. *OXYGEN BROUGHT ON BOARD.* Groups with members using personal oxygen canisters must give the Company 48 hours advance notice. Each group member may have two (2) canisters inside the bus. Additional canisters must be transported under the bus and properly secured in the forward baggage compartment. Canisters stored under the bus must be properly packaged by the group member in protective cases with safety caps on the valves. Canisters may not exceed 4.5 inches in diameter and 26 inches in length.

22. *CASINO/INDIAN GAMING All Passengers must be at least 21 years of age. NO CHILDREN ALLOWED.*

CERTIFICATE OF LIABILITY INSURANCE

5/1/2019

DATE (MM/DD/YYYY) 4/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1054466 All West Coachlines, Inc. A Coach USA Company 7701 Wilbur Way Sacramento CA 95828	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Greenwich Insurance Company 22322 INSURER B : XL Insurance America, Inc. 24554 INSURER C : National Fire and Marine Insurance Co 20079 INSURER D : Lloyds of London INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 12966290 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X CG 00 01 04/13 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	RGD943765105	5/1/2018	5/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X MCS-90B	Y	Y	RAD943765205	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 25,000	Y	Y	92SRD307085 / 748831	5/1/2018	5/1/2019	EACH OCCURRENCE AGGREGATE $	$ 15,000,000 $ 15,000,000 $ XXXXXXX
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	RWD943541205 (AOS) RWR943541305 (WI)	5/1/2018 5/1/2018	5/1/2019 5/1/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Auto Liability	Y	Y	PN1600453	5/1/2018	5/1/2019	$5M Each Occ/$10M Annual Agg	

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

WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

12966290
Western Placer Unified School District
600 Sixth St
Lincoln CA 95648

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Contract with Best Western Plus and Holiday Inn Express Hotels and Lincoln High School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Asst Superintendent - Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

LHS - Student Body Donations/Fundraising

MEETING DATE:

February 5, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contacts with Best Western Plus and Holiday Inn Express hotels are for lodging for students and employees in Fremont and Santa Cruz California for one night each from on from January 31 through February 2, 2019. Seventeen rooms will be booked for students and teachers of the Lincoln High School National Honor Society. The trip will be paid using student body donations and fundraising.

RECOMMENDATION:

Staff recommends the Board ratify the contact with Best Western and Holiday Inn Express hotels and Lincoln High School for lodging needs of employees and students.

Best Western Plus
5400 Mowry Ave
Fremont CA 94538
(510) 792-4300 Fax (510) 792-2643

DATE 1.4.2019

Dear Marilou,

Thank you very much for choosing the Best Western Plus in Fremont for your guests lodging needs. We are looking forward to serving you and your guests. The following are the terms we discussed regarding your group. If you have any questions, please feel free to contact me at the hotel at: 510.792.4300, or by e-mail at: Erika@gardencourtinn.com
GROUP NAME: _____Lincoln High School_____
Non-smoking Group rate: $149.00plus 6.695 %tax and a $.29 per room night tourism fee. ***This rate is honored for any of our standard rooms for those guests who want to come in early, or stay later as long as they are here on primary group date.***
ARRIVAL DATE: Jan 31, 2019 **DEPARTURE**: Feb 01 , 2019..
NUMBER OF ROOMS: 16 non-smoking Double beds. And 1 King
Note: the group block is dropped on date 1.11.19 ***Rate and availability can not be guaranteed after this date. IF we don't have a credit card to guarantee***
Note: There is no elevator to the 2nd floor, if any of your guests have ambulatory issues please let us know.
METHOD OF PAYMENT: Individual payments and reservations. A credit card is needed to guarantee the room with a 24-hour cancellation policy. A credit card is also needed to check into the room.

AMENITIES: Complimentary continental Breakfast, Complimentary Parking, and Free High Speed & Wireless Internet, refrigerator and Microwave in all rooms.

149.00 rm Total is 164.19 per. room (164.19x17 $ 2791.23)
14.90 tax
.29 tourism tax

Best regards,

Erika Graves, Asst. General Manager

PLEASE SIGN BELOW AND RETURN TO HOTEL TO FINALIZE AGREEMENT

Date: 1/11/19 Print Name: Audrey Lapatrick Signature: _____

Asst Supt of Business Svs and Operations

This Courtesy Block between **Lincoln High School** and **the Holiday Inn Express & Suites - Santa Cruz** is intended to be helpful to us both and result in your satisfaction with our performance.

EVENT AGREEMENT – As of 01/02/18

1/15/2019

Holiday Inn Express & Suites Santa Cruz
1410 Ocean St.
Santa Cruz CA 95060

Hotel Contact: Peter Helson
E-mail: peter.helson@hisantacruz.com
Phone: 831.295.6007
Fax: 831.427.2982

Lincoln High School
Client Name: Marilou Edwards
Email: medwards@wpusd.org
Phone: 530.651.4717

Room Block

TOTAL ROOMS BLOCK RESERVED:

Date	Rate	02/01/19	02/02/19
Day		Friday	Saturday
Double-Queen Bedded Room	$109	16	Check-Out
Single-King Bedded Room	$109	1	Check-Out
Rooms		17	

Rates do not include 11.065% Occupancy Tax or $3.67 Municipal Tourism Tax. We are pleased to offer the aforementioned guestroom block based on our understanding of your present needs. Please review the detailed information outlined within to assure that this accurately reflects your requirements.

- Reservations will be made by Rooming List. Lincoln High School will pay Room, Tax and Incidental charges.
- Cut-off date is 15 days prior to arrival – **01/16/19**. After this date, any unclaimed rooms in the guestroom block will be released back to hotel inventory for general sale.
- Parking is $7 plus tax per night. Bus Parking Complimentary.
- Complimentary Express Start Breakfast Bar featuring hot and cold breakfast items including our famous cinnamon rolls and pancake machine!
- Complimentary wireless internet access

ACCEPTANCE For mutual confirmation of the agreement, **please sign and return the copy by 01/16/19.** Without signed confirmation of this agreement, rooms will not be guaranteed after this date. Our cancellation policy is 24 hours prior to arrival.

Agreed and Accepted By: Audrey Kirkpatrick (SIGNATURE) 1/14/19 (Date) Asst Supt of Business Svs and Operations

Authorized Name – SIGNATURE Date
Peter Helson – Revenue Manager

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:

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:

February 5, 2019

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 July 31, 2018

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

July 31, 2018

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 1,433 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by $137,209,852.19 in cash and investments maturing in the next 180 days.

General Fund
Portfolio Management
Portfolio Summary
July 31, 2018

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Coupons	40,000,000.00	39,339,200.00	39,937,074.80	2.85	1,500	710	1.612	1.635
mPower Placer - Long Term	10,735,652.45	10,788,708.11	10,871,724.53	0.78	7,370	6,843	4.438	4.500
Federal Agency Coupons	1,015,000,000.00	990,444,650.00	1,014,701,717.56	72.50	1,603	1,095	1.898	1.924
Medium Term Notes	140,000,000.00	138,601,400.00	139,845,253.00	9.98	1,434	567	2.055	2.083
Collateralized CDs	9,000,000.00	9,000,000.00	9,000,000.00	0.64	365	180	1.317	1.335
Supranational	40,000,000.00	39,989,600.00	39,989,777.78	2.86	124	5	1.862	1.888
Local Agency Bond	10,422,644.14	10,099,478.62	10,422,644.14	0.74	8,003	7,512	1.953	1.980
Local Agency Bonds	90,433,199.75	92,561,447.89	90,433,199.75	6.46	6,746	5,689	3.337	3.384
Rolling Repurchase Agreements - 2	28,188,173.86	28,188,173.86	28,188,173.86	2.01	1	1	0.180	0.183
mPower Placer	13,170,333.07	11,633,815.87	13,170,333.07	0.94	7,712	7,241	3.094	3.137
mPower - Folsom	3,239,153.04	2,940,829.29	3,239,153.04	0.23	7,693	6,704	1.250	1.267
Investments	**1,400,189,156.31**	**1,373,587,303.64**	**1,399,599,051.53**	**100.00%**	**1,997**	**1,433**	**1.989**	**2.016**
Cash								
Passbook/Checking (not included in yield calculations)	15,981,693.43	15,981,693.43	15,981,693.43		1	1	0.000	0.000
Total Cash and Investments	**1,416,170,849.74**	**1,389,568,997.07**	**1,415,580,744.96**		**1,997**	**1,433**	**1.989**	**2.016**

Total Earnings	July 31 Month Ending	Fiscal Year To Date
Current Year	2,529,789.33	2,529,789.27
Average Daily Balance	1,539,475,707.60	1,539,475,707.60
Effective Rate of Return	1.93%	1.93%

ERIC WAIDMANN, ASST. TREASURER-TAX COLLECTOR

9/27/18

Reporting period 07/01/2018-07/31/2018
Data Updated: FUNDSNAP: 09/07/2018 16:02
Run Date: 09/07/2018 - 16:02

General Fund
Portfolio Management
Portfolio Details - Investments
July 31, 2018

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											
912828K82	15057	U.S TREASURY N/B		12/03/2015	10,000,000.00	9,996,600.00	9,999,412.08	1.000	1.156	14	08/15/2018
912828TN0	15058	U.S TREASURY N/B		12/03/2015	10,000,000.00	9,841,000.00	9,954,850.95	1.000	1.430	395	08/31/2019
912828A42	15059	U.S TREASURY N/B		12/04/2015	10,000,000.00	9,837,500.00	10,043,084.89	2.000	1.806	852	11/30/2020
912828M80	17022	U.S TREASURY N/B		12/01/2017	10,000,000.00	9,664,100.00	9,939,726.88	2.000	2.147	1,582	11/30/2022
		Subtotal and Average	**39,934,917.42**		**40,000,000.00**	**39,339,200.00**	**39,937,074.80**		**1.635**	**710**	
mPower Placer - Long Term											
2015NR-A	2015NR-A	mPower Placer		06/16/2015	2,318,789.62	2,262,554.33	2,318,789.62	4.000	3.999	6,241	09/02/2035
2015NR-BLT	2015NR-BLT	mPower Placer		09/02/2016	2,928,865.88	2,848,345.50	2,928,865.88	4.000	4.000	6,607	09/02/2036
2015R-B	2015R-B	mPower Placer		06/16/2015	715,000.00	810,204.40	756,465.15	6.000	5.435	6,241	09/02/2035
72601FAC2	2018B	Public Finance Authority		06/28/2018	4,772,996.95	4,867,603.88	4,867,603.88	5.050	4.894	7,366	10/01/2038
		Subtotal and Average	**10,872,181.84**		**10,735,652.45**	**10,788,708.11**	**10,871,724.53**		**4.500**	**6,843**	
Federal Agency Coupons											
3133EFRM1	15056	FEDERAL FARM CREDIT BANK		12/02/2015	10,000,000.00	9,872,300.00	10,000,000.00	1.640	1.640	488	12/02/2019
3133EFRH2	15061	FEDERAL FARM CREDIT BANK		12/07/2015	10,000,000.00	9,970,400.00	9,999,301.30	1.340	1.362	121	11/30/2018
3133EFX36	15105	FEDERAL FARM CREDIT BANK		04/05/2016	10,000,000.00	9,695,800.00	10,000,000.00	1.680	1.680	978	04/05/2021
3133EGKA2	16001	FEDERAL FARM CREDIT BANK		07/06/2016	10,000,000.00	9,614,200.00	10,000,000.00	1.500	1.500	1,070	07/06/2021
3133EGLH6	16002	FEDERAL FARM CREDIT BANK		07/12/2016	10,000,000.00	9,664,000.00	10,000,000.00	1.420	1.420	895	01/12/2021
3133EGLU7	16004	FEDERAL FARM CREDIT BANK		07/14/2016	10,000,000.00	9,605,400.00	10,000,000.00	1.480	1.480	1,078	07/14/2021
3133EGXU4	16030	FEDERAL FARM CREDIT BANK		10/06/2016	10,000,000.00	9,694,400.00	10,000,000.00	1.370	1.370	797	10/06/2020
3133EGZP3	16031	FEDERAL FARM CREDIT BANK		10/25/2016	10,000,000.00	9,592,500.00	9,996,766.67	1.580	1.590	1,181	10/25/2021
3133EGZP3	16032	FEDERAL FARM CREDIT BANK		10/25/2016	10,000,000.00	9,592,500.00	9,996,766.67	1.580	1.590	1,181	10/25/2021
3133EGS30	16043	FEDERAL FARM CREDIT BANK		12/06/2016	10,000,000.00	9,731,000.00	10,000,000.00	2.000	2.000	1,223	12/06/2021
3133EGU37	16049	FEDERAL FARM CREDIT BANK		12/14/2016	10,000,000.00	9,778,000.00	10,000,000.00	1.830	1.830	866	12/14/2020
3133EGU86	16052	FEDERAL FARM CREDIT BANK		12/19/2016	10,000,000.00	9,841,200.00	10,000,000.00	1.500	1.500	505	12/19/2019
3133EG2P9	16063	FEDERAL FARM CREDIT BANK		12/29/2016	10,000,000.00	9,765,500.00	10,000,000.00	2.320	2.320	1,246	12/29/2021
3133EG2P9	16064	FEDERAL FARM CREDIT BANK		12/29/2016	10,000,000.00	9,765,500.00	10,000,000.00	2.320	2.320	1,246	12/29/2021
3133EG6N0	16084	FEDERAL FARM CREDIT BANK		02/09/2017	10,000,000.00	9,721,800.00	10,000,000.00	1.940	1.940	923	02/09/2021
3133EG7D1	16086	FEDERAL FARM CREDIT BANK		02/17/2017	10,000,000.00	9,848,900.00	9,992,251.01	1.550	1.612	471	11/15/2019
3133EHGZ0	16108	FEDERAL FARM CREDIT BANK		04/27/2017	10,000,000.00	9,799,300.00	10,000,000.00	1.580	1.580	635	04/27/2020
3133EHQM8	17001	FEDERAL FARM CREDIT BANK		07/05/2017	10,000,000.00	9,698,900.00	10,000,000.00	1.950	1.950	1,161	10/05/2021
3133EHQZ9	17003	FEDERAL FARM CREDIT BANK		07/12/2017	10,000,000.00	9,641,500.00	9,990,131.94	2.150	2.177	1,441	07/12/2022
3133EHF73	17012	FEDERAL FARM CREDIT BANK		10/17/2017	10,000,000.00	9,757,800.00	10,000,000.00	2.280	2.511	1,538	10/17/2022
3133EHNB5	17028	FEDERAL FARM CREDIT BANK		12/12/2017	10,000,000.00	9,725,700.00	9,936,563.00	1.870	2.100	1,048	06/14/2021
3133EH2P7	17029	FEDERAL FARM CREDIT BANK		12/12/2017	10,000,000.00	9,743,800.00	9,997,381.67	2.390	2.396	1,594	12/12/2022

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											
3133EH3D3	17033	FEDERAL FARM CREDIT BANK		12/15/2017	10,000,000.00	9,770,900.00	9,989,069.44	2.430	2.457	1,597	12/15/2022
3133EH4R1	17037	FEDERAL FARM CREDIT BANK		12/28/2017	10,000,000.00	9,798,200.00	10,000,000.00	2.120	2.121	789	09/28/2020
3133EJKZ1	17067	FEDERAL FARM CREDIT BANK		04/12/2018	10,000,000.00	9,941,200.00	10,000,000.00	3.000	3.000	1,533	10/12/2022
3130A86G3	15119	FEDERAL HOME LOAN BANK		05/25/2016	10,000,000.00	9,708,800.00	10,000,000.00	1.600	1.600	847	11/25/2020
3130A8LS0	15130	FEDERAL HOME LOAN BANK		06/30/2016	10,000,000.00	9,615,600.00	10,000,000.00	1.500	1.500	1,064	06/30/2021
3130A8MP5	16003	FEDERAL HOME LOAN BANK		07/13/2016	10,000,000.00	9,678,300.00	10,000,000.00	1.375	1.375	804	10/13/2020
3130A8P80	16005	FEDERAL HOME LOAN BANK		07/19/2016	10,000,000.00	9,652,500.00	10,000,000.00	1.400	1.400	902	01/19/2021
3130A9LS8	16026	FEDERAL HOME LOAN BANK		09/28/2016	10,000,000.00	9,722,100.00	10,000,000.00	1.375	1.375	789	09/28/2020
3130A9LT6	16027	FEDERAL HOME LOAN BANK		09/28/2016	10,000,000.00	9,595,800.00	10,000,000.00	1.550	1.550	1,154	09/28/2021
3130A9NG2	16029	FEDERAL HOME LOAN BANK		10/06/2016	10,000,000.00	9,559,000.00	9,992,366.67	1.540	1.565	1,162	10/06/2021
3130A9TV3	16038	FEDERAL HOME LOAN BANK		11/08/2016	10,000,000.00	9,654,600.00	9,993,461.11	1.250	1.733	1,195	11/08/2021
3130A9TP6	16039	FEDERAL HOME LOAN BANK		11/15/2016	10,000,000.00	9,850,300.00	10,000,000.00	1.250	1.179	053	05/15/2020
3130AA2F4	16040	FEDERAL HOME LOAN BANK		11/23/2016	10,000,000.00	9,618,200.00	10,000,000.00	1.700	1.700	1,210	11/23/2021
3130AB3L8	16109	FEDERAL HOME LOAN BANK		04/27/2017	10,000,000.00	9,839,100.00	10,000,000.00	1.750	2.492	1,365	04/27/2022
3130ABPE0	16113	FEDERAL HOME LOAN BANK		06/29/2017	10,000,000.00	9,649,300.00	10,000,000.00	2.125	2.125	1,428	06/29/2022
3130ABNV4	17004	FEDERAL HOME LOAN BANK		07/13/2017	10,000,000.00	9,799,600.00	9,990,640.00	1.750	1.800	712	07/13/2020
3130ACJ47	17014	FEDERAL HOME LOAN BANK		10/25/2017	10,000,000.00	9,645,400.00	9,984,760.00	1.750	2.387	1,546	10/25/2022
3130ACUK8	17020	FEDERAL HOME LOAN BANK		11/28/2017	10,000,000.00	9,763,500.00	9,994,350.00	2.000	2.021	1,031	05/28/2021
3130ACX82	17023	FEDERAL HOME LOAN BANK		12/06/2017	10,000,000.00	9,708,100.00	9,984,785.99	2.375	2.412	1,587	12/05/2022
3130ACU28	17030	FEDERAL HOME LOAN BANK		12/13/2017	10,000,000.00	9,744,800.00	10,000,000.00	2.375	2.375	1,595	12/13/2022
3130ADGX4	17051	FEDERAL HOME LOAN BANK		01/30/2018	10,000,000.00	9,878,300.00	10,000,000.00	2.250	2.251	821	10/30/2020
3130ADDR0	17052	FEDERAL HOME LOAN BANK		01/31/2018	10,000,000.00	9,842,200.00	9,970,887.55	2.250	2.374	909	01/26/2021
3134G9KW6	15121	FED HOME LOAN MORT CORP		06/08/2016	10,000,000.00	9,838,700.00	10,000,000.00	1.350	1.350	482	11/26/2019
3134G9UM7	15133	FED HOME LOAN MORT CORP		06/30/2016	10,000,000.00	9,684,100.00	10,000,000.00	1.500	1.730	1,064	06/30/2021
3134G9E52	15134	FED HOME LOAN MORT CORP		06/30/2016	10,000,000.00	9,659,000.00	10,000,000.00	1.330	1.330	882	12/30/2020
3134G9K22	16007	FED HOME LOAN MORT CORP		07/27/2016	10,000,000.00	9,720,800.00	10,000,000.00	1.500	1.300	1,091	07/27/2021
3134GAEG5	16021	FED HOME LOAN MORT CORP		08/24/2016	10,000,000.00	9,725,400.00	10,000,000.00	1.250	1.737	1,119	08/24/2021
3134G93Q8	16022	FED HOME LOAN MORT CORP		08/25/2016	10,000,000.00	9,669,700.00	10,000,000.00	1.680	1.680	1,120	08/25/2021
3134G95L7	16023	FED HOME LOAN MORT CORP		08/25/2016	10,000,000.00	9,646,100.00	10,000,000.00	1.600	1.600	1,120	08/25/2021
3134GABL7	16024	FED HOME LOAN MORT CORP		08/30/2016	10,000,000.00	9,750,700.00	10,000,000.00	1.500	1.500	758	08/28/2020
3134GAGC2	16025	FED HOME LOAN MORT CORP		09/13/2016	10,000,000.00	9,733,900.00	10,000,000.00	1.250	1.785	1,139	09/13/2021
3134GAQV9	16035	FED HOME LOAN MORT CORP		10/27/2016	10,000,000.00	9,590,300.00	10,000,000.00	1.400	1.657	1,183	10/27/2021
3134GAVP6	16037	FED HOME LOAN MORT CORP		11/04/2016	10,000,000.00	9,772,100.00	10,000,000.00	1.500	1.420	1,191	11/04/2021
3134GBHH8	16107	FED HOME LOAN MORT CORP		04/27/2017	10,000,000.00	9,892,400.00	10,000,000.00	2.000	1.900	1,365	04/27/2022
3134GBXF4	16114	FED HOME LOAN MORT CORP		06/30/2017	10,000,000.00	9,677,600.00	10,000,000.00	2.000	2.000	1,246	12/29/2021
3134GBWF5	17002	FED HOME LOAN MORT CORP		07/10/2017	10,000,000.00	9,848,600.00	9,988,194.52	1.875	1.869	1,428	06/29/2022

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Federal Agency Coupons											
3134GBXB3	17005	FED HOME LOAN MORT CORP		07/18/2017	10,000,000.00	9,825,900.00	10,000,000.00	1.800	2.377	1,447	07/18/2022
3134GBYM8	17006	FED HOME LOAN MORT CORP		07/27/2017	10,000,000.00	9,679,000.00	10,000,000.00	2.200	2.200	1,456	07/27/2022
3134GBYQ9	17007	FED HOME LOAN MORT CORP		07/27/2017	10,000,000.00	9,750,800.00	10,000,000.00	2.000	2.000	1,000	04/27/2021
3134GBJ29	17009	FED HOME LOAN MORT CORP		09/29/2017	10,000,000.00	9,879,500.00	10,000,000.00	1.750	1.725	1,520	09/29/2022
3134GBM74	17010	FED HOME LOAN MORT CORP		09/29/2017	10,000,000.00	9,659,100.00	10,000,000.00	2.150	2.150	1,520	09/29/2022
3134GBV33	17016	FED HOME LOAN MORT CORP		10/27/2017	10,000,000.00	9,925,800.00	10,000,000.00	1.750	2.532	1,548	10/27/2022
3134GB3B6	17021	FED HOME LOAN MORT CORP		11/30/2017	10,000,000.00	9,807,800.00	10,000,000.00	2.000	2.000	940	02/26/2021
3134GB7G1	17035	FED HOME LOAN MORT CORP		12/21/2017	10,000,000.00	9,908,500.00	10,000,000.00	2.000	2.724	1,603	12/21/2022
3134GB6H0	17036	FED HOME LOAN MORT CORP		12/27/2017	10,000,000.00	9,866,100.00	10,000,000.00	2.000	2.687	1,609	12/27/2022
3134GSAG0	17038	FED HOME LOAN MORT CORP		12/28/2017	10,000,000.00	9,754,600.00	10,000,000.00	2.350	2.350	1,427	06/28/2022
3134GB6V9	17039	FED HOME LOAN MORT CORP		12/28/2017	10,000,000.00	9,719,000.00	10,000,000.00	2.500	2.500	1,610	12/28/2022
3134GB5U2	17040	FED HOME LOAN MORT CORP		12/29/2017	10,000,000.00	9,786,900.00	10,000,000.00	2.125	2.125	1,063	06/29/2021
3134GB6P2	17041	FED HOME LOAN MORT CORP		12/29/2017	10,000,000.00	9,862,300.00	10,000,000.00	2.000	2.000	698	06/29/2020
3134GSCD5	17053	FED HOME LOAN MORT CORP		01/31/2018	10,000,000.00	9,804,100.00	9,946,033.33	2.550	2.679	1,643	01/30/2023
3134GSDC6	17056	FED HOME LOAN MORT CORP		02/23/2018	10,000,000.00	9,997,900.00	10,000,000.00	2.000	2.882	1,483	08/23/2022
3134GSDA0	17057	FED HOME LOAN MORT CORP		02/27/2018	10,000,000.00	9,871,600.00	10,000,000.00	2.750	2.750	1,671	02/27/2023
3134GSEK7	17058	FED HOME LOAN MORT CORP		03/08/2018	10,000,000.00	9,910,000.00	10,000,000.00	3.000	3.000	1,680	03/08/2023
3134GSGU3	17060	FED HOME LOAN MORT CORP		03/29/2018	10,000,000.00	9,971,200.00	10,000,000.00	2.250	3.437	1,701	03/29/2023
3134GBKM3	17064	FED HOME LOAN MORT CORP		04/06/2018	10,000,000.00	9,926,300.00	9,947,019.87	1.750	1.840	649	05/11/2020
3134GSJH9	17066	FED HOME LOAN MORT CORP		04/11/2018	15,000,000.00	14,868,900.00	15,000,000.00	2.875	2.858	1,440	07/11/2022
3134GSJG1	17071	FED HOME LOAN MORT CORP		04/27/2018	15,000,000.00	14,875,950.00	15,000,000.00	2.730	2.731	1,091	07/27/2021
3135G0G31	15032	FEDERAL NATIONAL MORT. ASSOC.		10/29/2015	10,000,000.00	9,947,600.00	9,998,478.63	1.200	1.232	181	01/29/2019
3136G2SD0	15034	FEDERAL NATIONAL MORT. ASSOC.		10/30/2015	10,000,000.00	9,855,500.00	10,000,000.00	1.400	1.400	454	10/29/2019
3136G2YA9	15096	FEDERAL NATIONAL MORT. ASSOC.		02/26/2016	10,000,000.00	9,845,100.00	10,000,000.00	1.400	1.400	482	11/26/2019
3136G3CT0	15097	FEDERAL NATIONAL MORT. ASSOC.		03/15/2016	10,000,000.00	9,857,100.00	10,000,000.00	1.750	1.895	957	03/15/2021
3136G3MG7	15114	FEDERAL NATIONAL MORT. ASSOC.		05/20/2016	10,000,000.00	9,778,300.00	9,994,375.87	1.500	1.532	656	05/18/2020
3136G3QU2	15120	FEDERAL NATIONAL MORT. ASSOC.		05/25/2016	10,000,000.00	9,701,300.00	10,000,000.00	1.750	1.750	1,028	05/25/2021
3136G3RK3	15124	FEDERAL NATIONAL MORT. ASSOC.		06/14/2016	10,000,000.00	9,669,100.00	10,000,000.00	1.800	1.613	1,048	06/14/2021
3136G3RK3	15126	FEDERAL NATIONAL MORT. ASSOC.		06/29/2016	10,000,000.00	9,669,100.00	10,027,778.15	1.800	1.511	1,048	06/14/2021
3136G3WK7	15128	FEDERAL NATIONAL MORT. ASSOC.		06/30/2016	10,000,000.00	9,767,300.00	10,000,000.00	1.220	1.220	607	03/30/2020
3136G3WK7	15129	FEDERAL NATIONAL MORT. ASSOC.		06/30/2016	10,000,000.00	9,767,300.00	10,000,000.00	1.220	1.220	607	03/30/2020
3136G3XZ3	16008	FEDERAL NATIONAL MORT. ASSOC.		07/28/2016	10,000,000.00	9,591,900.00	10,000,000.00	1.500	1.500	1,092	07/28/2021
3136G3XY6	16009	FEDERAL NATIONAL MORT. ASSOC.		07/28/2016	10,000,000.00	9,810,300.00	10,000,000.00	2.000	1.600	1,092	07/28/2021
3135G0N58	16016	FEDERAL NATIONAL MORT. ASSOC.		08/16/2016	10,000,000.00	9,867,600.00	9,998,263.89	1.200	1.217	380	08/16/2019
3136G4CV3	16028	FEDERAL NATIONAL MORT. ASSOC.		09/30/2016	10,000,000.00	9,479,000.00	9,992,090.28	1.400	1.426	1,156	09/30/2021
3136G4DF7	16034	FEDERAL NATIONAL MORT. ASSOC.		10/26/2016	10,000,000.00	9,597,200.00	10,000,000.00	1.500	1.500	1,090	07/26/2021

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Federal Agency Coupons											
3136G4EV1	16035	FEDERAL NATIONAL MORT. ASSOC.		10/28/2016	10,000,000.00	9,520,300.00	10,000,000.00	1.625	1.625	1,184	10/28/2021
3136G4JJ3	16060	FEDERAL NATIONAL MORT. ASSOC.		12/28/2016	10,000,000.00	9,740,600.00	10,000,000.00	1.750	1.750	789	09/28/2020
3136G4NE9	16095	FEDERAL NATIONAL MORT. ASSOC.		03/29/2017	10,000,000.00	9,799,400.00	10,000,000.00	1.750	1.750	698	06/29/2020
3136G4PR8	17011	FEDERAL NATIONAL MORT. ASSOC.		10/05/2017	15,000,000.00	14,479,200.00	15,000,000.00	2.160	2.160	1,526	10/05/2022
3136G4PZ0	17015	FEDERAL NATIONAL MORT. ASSOC.		10/26/2017	10,000,000.00	9,731,900.00	10,000,000.00	2.000	2.000	1,090	07/26/2021
3136G4SK0	17070	FEDERAL NATIONAL MORT. ASSOC.		04/26/2018	10,000,000.00	9,952,700.00	10,000,000.00	3.050	3.050	1,729	04/26/2023
		Subtotal and Average	1,014,697,297.56		1,015,000,000.00	990,444,650.00	1,014,701,717.55		1.924	1,096	
Medium Term Notes											
037833AQ3	14098	Apple Inc.		06/26/2015	10,000,000.00	9,978,000.00	10,019,645.68	2.100	1.832	278	05/06/2019
037833BS8	17054	Apple Inc.		01/31/2018	10,000,000.00	9,826,000.00	9,930,858.37	2.250	2.532	937	02/23/2021
0258M0DK2	15038	AMERICAN EXPRESS CREDIT		11/17/2015	10,000,000.00	9,974,000.00	10,002,702.83	2.125	2.080	229	03/18/2019
06406HCL1	15006	Bank of New York Mellon		07/13/2015	10,000,000.00	10,000,000.00	10,000,000.00	2.100	1.593	0	08/01/2018
084664CH2	15106	BERKSHIRE HATHAWAY FINANCE		04/05/2016	10,000,000.00	10,040,800.00	10,015,761.08	2.815	1.878	226	03/15/2019
459200HM6	15005	IBM CORP		07/13/2015	10,000,000.00	9,731,600.00	9,920,368.77	1.625	2.095	853	05/15/2020
478160BS2	17055	Johnson & Johnson		02/02/2018	10,000,000.00	9,737,400.00	9,814,251.58	1.650	2.400	943	03/01/2021
594918AY0	14050	Microsoft Corp		02/23/2015	10,000,000.00	9,882,000.00	10,004,281.11	1.850	1.821	560	02/12/2020
594918BF0	15041	Microsoft Corp		11/24/2015	10,000,000.00	9,976,200.00	9,998,931.44	1.300	1.343	94	11/03/2018
89236TEH4	17050	TOYOTA MOTOR CREDIT		01/23/2018	10,000,000.00	9,661,900.00	9,957,743.00	2.250	2.405	1,041	06/07/2021
89236TEY7	17074	TOYOTA MOTOR CREDIT		06/01/2018	10,000,000.00	9,909,100.00	9,987,924.93	3.100	3.127	1,729	04/26/2023
94986RTD3	13047	Wells Fargo & Co		03/06/2014	10,000,000.00	10,008,800.00	10,000,000.00	2.764	1.414	217	03/06/2019
94974BFU9	14003	Wells Fargo & Co		09/19/2014	10,000,000.00	9,971,200.00	9,992,784.21	2.125	2.230	264	04/22/2019
94986RYY1	15017	Wells Fargo & Co		09/25/2015	10,000,000.00	9,904,400.00	10,000,000.00	2.000	2.431	786	09/25/2020
		Subtotal and Average	143,536,095.46		140,000,000.00	138,601,400.00	139,645,253.00		2.083	567	
Negotiable Certificates of Deposit											
		Subtotal and Average	30,000,001.34								
Collateralized CDs											
SYS17008	17008	Five Star Bank		08/23/2017	3,000,000.00	3,000,000.00	3,000,000.00	0.950	0.963	22	08/23/2018
SYS17069	17069	River City Bank		04/17/2018	6,000,000.00	6,000,000.00	6,000,000.00	1.500	1.521	259	04/17/2019
		Subtotal and Average	9,000,000.00		9,000,000.00	9,000,000.00	9,000,000.00		1.335	180	
Supranational											
459053A87	17063	IBRD DISCOUNT NOTE		04/04/2018	40,000,000.00	39,989,600.00	39,989,777.78	1.840	1.868	5	08/06/2018

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	48,023,605.73		40,000,000.00	39,989,600.00	39,989,777.78		1.888	5	
Commercial Paper Disc. -Amortizing											
		Subtotal and Average	39,340,070.25								
Local Agency Bond											
SYS13019B	13019B	Ackerman School District		10/31/2013	39,984.90	39,984.90	39,984.90	2.300	2.299	91	10/31/2018
SYS16098	16098	Ackerman School District		04/03/2017	6,734,674.55	6,626,495.47	6,734,674.55	2.800	2.800	6,820	04/03/2037
SYS13072	13072	Mid Placer Public School Trans		06/13/2014	48,636.58	48,636.58	48,636.58	2.300	2.300	316	06/13/2019
SYS17042	17042	Mid Placer Public School Trans		12/21/2017	371,920.79	381,100.91	371,920.79	2.850	2.850	3,429	12/21/2027
16115	16115	Newcastle Elementary SD		06/30/2017	2,935,077.72	2,710,911.16	2,935,077.72	2.800	0.000	10,560	06/30/2047
SYS13069	13069	City of Rocklin Successor Agcy		05/01/2014	292,349.60	292,349.60	292,349.60	1.750	1.752	273	05/01/2019
		Subtotal and Average	10,422,644.14		10,422,644.14	10,099,478.62	10,422,644.14		1.980	7,512	
Local Agency Bonds											
SYS15022	15022	Middle Fork JPA		04/01/2015	75,703,199.75	75,981,227.32	75,703,199.75	3.471	3.519	6,453	04/01/2036
SYS17034	17034	Pioneer Community Energy		12/14/2017	14,730,000.00	16,580,220.57	14,730,000.00	2.650	2.687	1,765	06/01/2023
		Subtotal and Average	90,433,199.75		90,433,199.75	92,561,447.89	90,433,199.75		3.384	5,689	
Rolling Repurchase Agreements - 2											
SYS000SWEEP3	SWEEP3	WELLS FARGO BANK		03/01/2018	28,188,173.86	28,188,173.86	28,188,173.86	0.180	0.183	1	
		Subtotal and Average	76,769,976.75		28,188,173.86	28,188,173.86	28,188,173.86		0.183	1	
mPower Placer											
2016NR-A	2016NR-A	mPower Placer		08/04/2016	3,885,837.17	3,426,464.77	3,885,837.17	3.000	3.042	6,972	09/02/2037
2017 NR	2017 NR	mPower Placer		07/06/2017	2,255,417.37	1,967,582.81	2,255,417.37	3.000	3.042	7,337	09/02/2038
2017 R	2017 R	mPower Placer		07/06/2017	292,281.81	253,419.73	292,281.81	3.000	3.042	7,337	09/02/2038
2018 NR	2018 NR	mPower Placer		07/26/2018	46,344.27	46,344.27	46,344.27	4.500	4.563	7,702	09/02/2039
2018 R	2018 R	mPower Placer		07/12/2018	120,584.51	120,584.51	120,584.51	4.500	4.563	7,702	09/02/2039
2017 S NR	2017 S-NR	Pioneer Community Energy		09/28/2017	138,322.57	116,153.06	138,322.57	3.000	3.042	7,337	09/02/2038
2017 S-R	2017 S-R	Pioneer Community Energy		07/06/2017	5,359,751.31	4,679,223.69	5,359,751.31	3.000	3.042	7,337	09/02/2038
2018 S-R	2018 S-R	Pioneer Community Energy		07/12/2018	657,644.53	657,644.53	657,644.53	4.500	4.563	7,702	09/02/2039
2016S R-1	2016S R-1	Sierra Valley Energy Authority		01/26/2017	414,149.53	366,398.50	414,149.53	3.000	3.042	6,972	09/02/2037
		Subtotal and Average	12,654,907.81		13,170,333.07	11,633,815.87	13,170,333.07		3.137	7,241	

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
mPower - Folsom											
2016-IA3 #2	2016-IA3 #2	mPower Folsom		07/14/2016	363,667.86	361,204.74	363,667.86	1.250	1.267	6,972	09/02/2037
2017-IA3 #3	2017-IA3 #3	mPower Folsom		07/27/2017	250,455.96	212,583.76	250,455.96	1.250	1.267	7,337	09/02/2038
MFIA-2 NR	IA2-NR	mPower Folsom		08/06/2015	1,579,418.76	1,426,497.40	1,579,418.76	1.250	1.267	6,607	09/02/2036
MFIA-3	MFIA-3	mPower Folsom		09/01/2015	767,926.94	684,113.09	767,926.94	1.250	1.267	6,607	09/02/2036
MF R-1	MFR-1	mPower Folsom		09/01/2015	277,683.52	254,430.30	277,683.52	1.250	1.267	6,607	09/02/2036
		Subtotal and Average	3,239,153.04		3,239,153.04	2,940,829.29	3,239,153.04		1.267	6,704	
		Total and Average	1,539,475,707.60		1,400,189,156.31	1,373,587,303.64	1,399,599,051.53		2.016	1,433	

General Fund
Portfolio Management
Portfolio Details - Cash
July 31, 2018

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			7,891,127.04	7,891,127.04	7,891,127.04		0.000	1
Undeposited Receipts										
SYS00000VAULT	00000VAULT	PLACER COUNTY CASH			8,090,566.39	8,090,566.39	8,090,566.39		0.000	1
		Average Balance	0.00							1
		Total Cash and Investments	1,539,475,707.60		1,416,170,849.74	1,389,568,997.07	1,415,580,744.96		2.016	1,433

General Fund
Purchases Report
Sorted by Fund - Fund
July 1, 2018 - July 31, 2018

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													
63873KGT8	18001	1010	ACP	NATXNY	10,000,000.00	07/10/2018	07/27 - At Maturity	9,990,980.56		1.910	07/27/2018	1.912	0.00
63873KGT8	18002	1010	ACP	NATXNY	50,000,000.00	07/10/2018	07/27 - At Maturity	49,954,902.78		1.910	07/27/2018	1.912	0.00
2018 R	2018 R	1010	RR3	MPP	49,024.92	07/12/2018	/ - /	49,024.92		4.500	09/02/2039	4.500	120,584.51
2018 S-R	2018 S-R	1010	RR3	PIONE	123,754.40	07/12/2018	/ - /	123,754.40		4.500	09/02/2039	4.500	657,644.53
2018 NR	2018 NR	1010	RR3	MPP	46,344.27	07/26/2018	/ - /	46,344.27		4.500	09/02/2039	4.500	46,344.27
				Subtotal	60,219,123.59			60,165,006.93	0.00				824,573.31
				Total Purchases	60,219,123.59			60,165,006.93	0.00				824,573.31

General Fund
Summary by Issuer
July 31, 2018

Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
Apple Inc.	2	20,000,000.00	20,016,660.00	1.42	2.181	606
Ackerman School District	2	6,774,659.45	6,774,659.45	0.48	2.797	6,780
AMERICAN EXPRESS CREDIT	1	10,000,000.00	10,014,300.00	0.71	2.080	229
Bank of New York Mellon	1	10,000,000.00	10,150,200.00	0.72	1.593	0
BERKSHIRE HATHAWAY FINANCE	1	10,000,000.00	10,074,900.00	0.72	1.878	226
FEDERAL FARM CREDIT BANK	25	250,000,000.00	249,861,700.00	17.76	1.898	1,024
FEDERAL HOME LOAN BANK	19	190,000,000.00	189,886,100.00	13.49	1.853	1,093
FED HOME LOAN MORT CORP	35	360,000,000.00	359,862,500.00	25.57	2.144	1,257
FEDERAL NATIONAL MORT. ASSOC.	21	215,000,000.00	215,008,000.00	15.28	1.648	914
Five Star Bank	1	3,000,000.00	3,000,000.00	0.21	0.963	22
IBM CORP	1	10,000,000.00	9,784,600.00	0.70	2.095	653
Johnson & Johnson	1	10,000,000.00	9,778,500.00	0.69	2.400	943
Middle Fork JPA	1	75,703,199.75	75,703,199.75	5.38	3.519	6,453
Mid Placer Public School Trans	2	420,557.37	420,557.37	0.03	2.786	3,069
mPower Folsom	5	3,239,153.04	3,239,153.04	0.23	1.267	6,704
mPower Placer	8	12,563,120.63	12,612,169.63	0.90	3.604	6,792
Microsoft Corp	2	20,000,000.00	20,001,600.00	1.42	1.582	327
Newcastle Elementary SD	1	2,935,077.72	2,935,077.72	0.21	0.000	10,560
Public Finance Authority	1	4,772,996.95	4,868,456.89	0.35	4.894	7,366
Pioneer Community Energy	4	20,865,718.41	20,865,718.41	1.48	2.839	3,419
PLACER COUNTY CASH	2	15,981,693.43	7,891,127.04	0.56	0.000	1
River City Bank	1	6,000,000.00	6,000,000.00	0.43	1.521	259
City of Rocklin Successor Agcy	1	292,349.60	292,349.60	0.02	1.752	273

General Fund
Summary by Issuer
July 31, 2018

Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
Sierra Valley Energy Authority	1	414,149.53	414,149.53	0.03	3.042	6,972
U S TREASURY N/B	4	40,000,000.00	39,825,000.00	2.83	1.635	710
TOYOTA MOTOR CREDIT	2	20,000,000.00	19,937,500.00	1.42	2.767	1,386
IBRD DISCOUNT NOTE	1	40,000,000.00	39,746,488.89	2.82	1.888	5
Wells Fargo & Co	3	30,000,000.00	29,954,300.00	2.13	2.025	422
WELLS FARGO BANK	1	28,188,173.86	28,188,173.86	2.00	0.183	1
Total and Average	150	1,416,170,849.74	1,407,127,141.18	100.00	1.994	1,417

Office of
Jenine Windeshausen
Treasurer-Tax Collector
County of Placer

COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of August 31, 2018

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

August 31, 2018

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 1,513 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by $48,274,546.42 in cash and investments maturing in the next 180 days.

General Fund
Portfolio Management
Portfolio Summary
August 31, 2018

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Coupons	30,000,000.00	29,419,900.00	29,940,819.49	2.30	1,672	911	1.770	1.794
mPower Placer - Long Term	10,735,652.45	10,787,932.64	10,870,746.82	0.84	7,370	6,812	4.438	4.500
Federal Agency Coupons	1,015,000,000.00	993,272,500.00	1,014,711,164.04	77.96	1,603	1,065	1.898	1.924
Medium Term Notes	110,000,000.00	108,735,700.00	109,641,335.49	8.42	1,460	651	2.178	2.208
Collateralized CDs	11,000,000.00	11,000,000.00	11,000,000.00	0.85	365	286	1.909	1.936
Local Agency Bond	10,422,644.14	10,099,478.62	10,422,644.14	0.80	8,003	7,481	1.953	1.980
Local Agency Bonds	90,433,199.75	92,561,447.89	90,433,199.75	6.95	6,746	5,658	3.337	3.384
Rolling Repurchase Agreements - 2	7,240,285.21	7,240,285.21	7,240,285.21	0.56	1	1	0.180	0.183
mPower Placer	14,011,910.87	12,475,393.67	14,011,910.87	1.08	7,712	7,237	3.176	3.220
mPower - Folsom	3,239,153.04	2,940,829.29	3,239,153.04	0.25	7,693	6,673	1.250	1.267
Investments	**1,302,082,845.46**	**1,278,533,467.32**	**1,301,511,258.85**	**100.00%**	**2,111**	**1,513**	**2.043**	**2.071**
Cash								
Passbook/Checking (not included in yield calculations)	10,994,276.31	10,994,276.31	10,994,276.31		1	1	0.000	0.000
Total Cash and Investments	**1,313,077,121.77**	**1,289,527,743.63**	**1,312,505,535.16**		**2,111**	**1,513**	**2.043**	**2.071**

Total Earnings	August 31 Month Ending	Fiscal Year To Date
Current Year	2,299,397.14	4,829,186.38
Average Daily Balance	1,375,218,880.22	1,457,347,293.91
Effective Rate of Return	1.97%	1.95%

9/27/18

ERIC WAIDMANN, ASST. TREASURER-TAX COLLECTOR

Reporting period 08/01/2018-08/31/2018
Data Updated: FUNDSNAP: 09/18/2018 13:49
Run Date: 09/18/2018 - 13:49

General Fund
Portfolio Management
Portfolio Details - Investments
August 31, 2018

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											
912828TN0	15058	U.S TREASURY N/B		12/03/2015	10,000,000.00	9,855,500.00	9,958,394.29	1.000	1.430	364	08/31/2019
912828A42	15059	U.S TREASURY N/B		12/04/2015	10,000,000.00	9,857,000.00	10,041,517.24	2.000	1.806	821	11/30/2020
912828M80	17022	U.S TREASURY N/B		12/01/2017	10,000,000.00	9,707,400.00	9,940,907.96	2.000	2.147	1,551	11/30/2022
		Subtotal and Average	34,455,297.79		30,000,000.00	29,419,900.00	29,940,819.49		1.794	911	
mPower Placer - Long Term											
2015NR-A	2015NR-A	mPower Placer		06/16/2015	2,318,789.62	2,262,554.33	2,318,789.62	4.000	3.999	6,210	09/02/2035
2015NR-BLT	2015NR-BLT	mPower Placer		09/02/2016	2,928,865.88	2,848,345.50	2,928,865.88	4.000	4.000	6,576	09/02/2036
2015R-B	2015R-B	mPower Placer		06/16/2015	715,000.00	810,204.40	756,262.91	6.000	5.435	6,210	09/02/2035
72601FAC2	2018B	Public Finance Authority		06/28/2018	4,772,996.95	4,866,828.41	4,866,828.41	5.050	4.894	7,335	10/01/2038
		Subtotal and Average	10,871,204.13		10,735,652.45	10,787,932.64	10,870,746.82		4.500	6,812	
Federal Agency Coupons											
3133EFRM1	15056	FEDERAL FARM CREDIT BANK		12/02/2015	10,000,000.00	9,886,000.00	10,000,000.00	1.640	1.640	457	12/02/2019
3133EFRH2	15061	FEDERAL FARM CREDIT BANK		12/07/2015	10,000,000.00	9,977,300.00	9,999,477.45	1.340	1.362	90	11/30/2018
3133EFX36	15105	FEDERAL FARM CREDIT BANK		04/05/2016	10,000,000.00	9,731,800.00	10,000,000.00	1.680	1.680	947	04/05/2021
3133EGKA2	16001	FEDERAL FARM CREDIT BANK		07/06/2016	10,000,000.00	9,653,300.00	10,000,000.00	1.500	1.500	1,039	07/06/2021
3133EGLH6	16002	FEDERAL FARM CREDIT BANK		07/12/2016	10,000,000.00	9,700,400.00	10,000,000.00	1.420	1.420	864	01/12/2021
3133EGLU7	16004	FEDERAL FARM CREDIT BANK		07/14/2016	10,000,000.00	9,644,900.00	10,000,000.00	1.460	1.460	1,047	07/14/2021
3133EGXU4	16030	FEDERAL FARM CREDIT BANK		10/06/2016	10,000,000.00	9,716,100.00	10,000,000.00	1.370	1.370	766	10/06/2020
3133EGZP3	16031	FEDERAL FARM CREDIT BANK		10/25/2016	10,000,000.00	9,635,900.00	9,996,850.00	1.580	1.590	1,150	10/25/2021
3133EGZP3	16032	FEDERAL FARM CREDIT BANK		10/25/2016	10,000,000.00	9,635,900.00	9,996,850.00	1.580	1.590	1,150	10/25/2021
3133EGS30	16043	FEDERAL FARM CREDIT BANK		12/06/2016	10,000,000.00	9,762,900.00	10,000,000.00	2.000	2.000	1,192	12/06/2021
3133EGU37	16049	FEDERAL FARM CREDIT BANK		12/14/2016	10,000,000.00	9,799,500.00	10,000,000.00	1.830	1.830	835	12/14/2020
3133EGU86	16052	FEDERAL FARM CREDIT BANK		12/19/2016	10,000,000.00	9,862,800.00	10,000,000.00	1.500	1.500	474	12/19/2019
3133EG2P9	16063	FEDERAL FARM CREDIT BANK		12/29/2016	10,000,000.00	9,798,800.00	10,000,000.00	2.320	2.320	1,215	12/29/2021
3133EG2P9	16064	FEDERAL FARM CREDIT BANK		12/29/2016	10,000,000.00	9,796,800.00	10,000,000.00	2.320	2.320	1,215	12/29/2021
3133EG6N0	16084	FEDERAL FARM CREDIT BANK		02/09/2017	10,000,000.00	9,750,700.00	10,000,000.00	1.940	1.940	892	02/09/2021
3133EG7D1	16086	FEDERAL FARM CREDIT BANK		02/17/2017	10,000,000.00	9,880,800.00	9,992,752.02	1.550	1.612	440	11/15/2019
3133EHGZ0	16108	FEDERAL FARM CREDIT BANK		04/27/2017	10,000,000.00	9,826,700.00	10,000,000.00	1.580	1.580	604	04/27/2020
3133EHQM8	17001	FEDERAL FARM CREDIT BANK		07/05/2017	10,000,000.00	9,730,800.00	10,000,000.00	1.950	1.950	1,130	10/05/2021
3133EHQZ9	17003	FEDERAL FARM CREDIT BANK		07/12/2017	10,000,000.00	9,686,700.00	9,990,340.28	2.150	2.177	1,410	07/12/2022
3133EHF73	17012	FEDERAL FARM CREDIT BANK		10/17/2017	10,000,000.00	9,756,200.00	10,000,000.00	2.280	2.511	1,507	10/17/2022
3133EHNB5	17028	FEDERAL FARM CREDIT BANK		12/12/2017	10,000,000.00	9,755,400.00	9,936,405.31	1.870	2.100	1,017	06/14/2021
3133EH2P7	17029	FEDERAL FARM CREDIT BANK		12/12/2017	10,000,000.00	9,790,300.00	9,997,431.67	2.390	2.396	1,563	12/12/2022
3133EH3D3	17033	FEDERAL FARM CREDIT BANK		12/15/2017	10,000,000.00	9,817,200.00	9,989,277.78	2.430	2.457	1,566	12/15/2022

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Federal Agency Coupons											
3133EH4R1	17037	FEDERAL FARM CREDIT BANK		12/28/2017	10,000,000.00	9,814,200.00	10,000,000.00	2.120	2.121	758	09/28/2020
3133EJKZ1	17067	FEDERAL FARM CREDIT BANK		04/12/2018	10,000,000.00	9,955,700.00	10,000,000.00	3.000	3.000	1,502	10/12/2022
3130A66G3	15119	FEDERAL HOME LOAN BANK		05/25/2016	10,000,000.00	9,733,800.00	10,000,000.00	1.600	1.600	816	11/25/2020
3130A8LS0	15130	FEDERAL HOME LOAN BANK		06/30/2016	10,000,000.00	9,655,500.00	10,000,000.00	1.500	1.500	1,033	06/30/2021
3130A8MP5	16003	FEDERAL HOME LOAN BANK		07/13/2016	10,000,000.00	9,703,600.00	10,000,000.00	1.375	1.375	773	10/13/2020
3130A8P80	16005	FEDERAL HOME LOAN BANK		07/19/2016	10,000,000.00	9,680,700.00	10,000,000.00	1.400	1.400	871	01/19/2021
3130A9LS8	16026	FEDERAL HOME LOAN BANK		09/28/2016	10,000,000.00	9,697,400.00	10,000,000.00	1.375	1.375	758	09/28/2020
3130A9LT6	16027	FEDERAL HOME LOAN BANK		09/28/2016	10,000,000.00	9,633,300.00	10,000,000.00	1.550	1.550	1,123	09/28/2021
3130A9NG2	16029	FEDERAL HOME LOAN BANK		10/06/2016	10,000,000.00	9,597,400.00	9,992,566.67	1.540	1.565	1,131	10/06/2021
3130A9TV3	16038	FEDERAL HOME LOAN BANK		11/08/2016	10,000,000.00	9,704,700.00	9,993,627.78	1.250	1.733	1,164	11/08/2021
3130A9TP6	16039	FEDERAL HOME LOAN BANK		11/15/2016	10,000,000.00	9,869,700.00	10,000,000.00	1.250	1.179	622	05/15/2020
3130AA2F4	16040	FEDERAL HOME LOAN BANK		11/23/2016	10,000,000.00	9,654,300.00	10,000,000.00	1.700	1.700	1,179	11/23/2021
3130AB3L8	16109	FEDERAL HOME LOAN BANK		04/27/2017	10,000,000.00	9,869,200.00	10,000,000.00	1.750	2.492	1,334	04/27/2022
3130ABPE0	16113	FEDERAL HOME LOAN BANK		06/29/2017	10,000,000.00	9,718,500.00	10,000,000.00	2.125	2.125	1,397	06/29/2022
3130ABNV4	17004	FEDERAL HOME LOAN BANK		07/13/2017	10,000,000.00	9,837,300.00	9,991,040.00	1.750	1.800	681	07/13/2020
3130ACJ47	17014	FEDERAL HOME LOAN BANK		10/25/2017	10,000,000.00	9,701,300.00	9,985,060.00	1.750	2.387	1,515	10/25/2022
3130ACUK8	17020	FEDERAL HOME LOAN BANK		11/28/2017	10,000,000.00	9,791,900.00	9,994,516.67	2.000	2.021	1,000	05/28/2021
3130ACX82	17023	FEDERAL HOME LOAN BANK		12/06/2017	10,000,000.00	9,755,100.00	9,985,077.82	2.375	2.412	1,556	12/05/2022
3130ACU28	17030	FEDERAL HOME LOAN BANK		12/13/2017	10,000,000.00	9,791,500.00	10,000,000.00	2.375	2.375	1,564	12/13/2022
3130ADGX4	17051	FEDERAL HOME LOAN BANK		01/30/2018	10,000,000.00	9,891,200.00	10,000,000.00	2.250	2.251	790	10/30/2020
3130ADDR0	17052	FEDERAL HOME LOAN BANK		01/31/2018	10,000,000.00	9,867,000.00	9,971,863.38	2.250	2.374	878	01/26/2021
3134G9KW6	15121	FED HOME LOAN MORT CORP		06/08/2016	10,000,000.00	9,852,000.00	10,000,000.00	1.350	1.350	451	11/26/2019
3134G9UM7	15133	FED HOME LOAN MORT CORP		06/30/2016	10,000,000.00	9,716,700.00	10,000,000.00	1.500	1.730	1,033	06/30/2021
3134G9E52	15134	FED HOME LOAN MORT CORP		06/30/2016	10,000,000.00	9,691,400.00	10,000,000.00	1.330	1.330	851	12/30/2020
3134G9K22	16007	FED HOME LOAN MORT CORP		07/27/2016	10,000,000.00	9,758,000.00	10,000,000.00	1.500	1.300	1,060	07/27/2021
3134GAEG5	16021	FED HOME LOAN MORT CORP		08/24/2016	10,000,000.00	9,756,700.00	10,000,000.00	1.500	1.737	1,088	08/24/2021
3134G93Q8	16022	FED HOME LOAN MORT CORP		08/25/2016	10,000,000.00	9,706,200.00	10,000,000.00	1.680	1.680	1,089	08/25/2021
3134G95L7	16023	FED HOME LOAN MORT CORP		08/25/2016	10,000,000.00	9,624,900.00	10,000,000.00	1.600	1.600	1,089	08/25/2021
3134GABL7	16024	FED HOME LOAN MORT CORP		08/30/2016	10,000,000.00	9,776,400.00	10,000,000.00	1.500	1.500	727	08/28/2020
3134GAGC2	16025	FED HOME LOAN MORT CORP		09/13/2016	10,000,000.00	9,767,000.00	10,000,000.00	1.250	1.785	1,108	09/13/2021
3134GAQV9	16035	FED HOME LOAN MORT CORP		10/27/2016	10,000,000.00	9,629,400.00	10,000,000.00	1.400	1.657	1,152	10/27/2021
3134GAVP6	16037	FED HOME LOAN MORT CORP		11/04/2016	10,000,000.00	9,800,400.00	10,000,000.00	1.500	1.420	1,160	11/04/2021
3134GBHH8	16107	FED HOME LOAN MORT CORP		04/27/2017	10,000,000.00	9,914,800.00	10,000,000.00	2.000	1.900	1,334	04/27/2022
3134GBXF4	16114	FED HOME LOAN MORT CORP		06/30/2017	10,000,000.00	9,711,000.00	10,000,000.00	2.000	2.000	1,215	12/29/2021
3134GBWF5	17002	FED HOME LOAN MORT CORP		07/10/2017	10,000,000.00	9,881,300.00	9,988,446.06	1.875	1.869	1,397	06/29/2022
3134GBXB3	17005	FED HOME LOAN MORT CORP		07/18/2017	10,000,000.00	9,857,600.00	10,000,000.00	1.800	2.377	1,416	07/18/2022

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Federal Agency Coupons											
3134GBYM8	17006	FED HOME LOAN MORT CORP		07/27/2017	10,000,000.00	9,723,900.00	10,000,000.00	2.200	2.200	1,425	07/27/2022
3134GBYQ9	17007	FED HOME LOAN MORT CORP		07/27/2017	10,000,000.00	9,779,200.00	10,000,000.00	2.000	2.000	969	04/27/2021
3134GBJ29	17009	FED HOME LOAN MORT CORP		09/29/2017	10,000,000.00	9,911,400.00	10,000,000.00	1.750	1.725	1,489	09/29/2022
3134GBM74	17010	FED HOME LOAN MORT CORP		09/29/2017	10,000,000.00	9,706,100.00	10,000,000.00	2.150	2.150	1,489	09/29/2022
3134GBV33	17016	FED HOME LOAN MORT CORP		10/27/2017	10,000,000.00	9,944,900.00	10,000,000.00	1.750	2.532	1,517	10/27/2022
3134GB3B6	17021	FED HOME LOAN MORT CORP		11/30/2017	10,000,000.00	9,833,700.00	10,000,000.00	2.000	2.000	909	02/26/2021
3134GB7G1	17035	FED HOME LOAN MORT CORP		12/21/2017	10,000,000.00	9,832,800.00	10,000,000.00	2.000	2.724	1,572	12/21/2022
3134GB6H0	17036	FED HOME LOAN MORT CORP		12/27/2017	10,000,000.00	9,916,100.00	10,000,000.00	2.000	2.687	1,578	12/27/2022
3134GSAG0	17038	FED HOME LOAN MORT CORP		12/28/2017	10,000,000.00	9,797,100.00	10,000,000.00	2.350	2.350	1,396	08/26/2022
3134GB6V9	17039	FED HOME LOAN MORT CORP		12/28/2017	10,000,000.00	9,766,300.00	10,000,000.00	2.500	2.500	1,579	12/26/2022
3134GB5U2	17040	FED HOME LOAN MORT CORP		12/29/2017	10,000,000.00	9,815,000.00	10,000,000.00	2.125	2.125	1,032	06/29/2021
3134GB6P2	17041	FED HOME LOAN MORT CORP		12/29/2017	10,000,000.00	9,875,500.00	10,000,000.00	2.000	2.000	667	06/29/2020
3134GSCD5	17053	FED HOME LOAN MORT CORP		01/31/2018	10,000,000.00	9,708,200.00	9,947,033.33	2.550	2.679	1,612	01/30/2023
3134GSDC6	17056	FED HOME LOAN MORT CORP		02/23/2018	10,000,000.00	10,008,600.00	10,000,000.00	3.000	2.889	1,452	08/23/2022
3134GSDA0	17057	FED HOME LOAN MORT CORP		02/27/2018	10,000,000.00	9,917,700.00	10,000,000.00	2.750	2.750	1,640	02/27/2023
3134GSEK7	17058	FED HOME LOAN MORT CORP		03/08/2018	10,000,000.00	9,956,100.00	10,000,000.00	3.000	3.000	1,649	03/08/2023
3134GSGU3	17060	FED HOME LOAN MORT CORP		03/29/2018	10,000,000.00	9,981,100.00	10,000,000.00	2.250	3.437	1,670	03/29/2023
3134GBKM3	17064	FED HOME LOAN MORT CORP		04/06/2018	10,000,000.00	9,943,100.00	9,949,503.31	1.750	1.840	618	05/11/2020
3134GSJH9	17066	FED HOME LOAN MORT CORP		04/11/2018	15,000,000.00	14,928,900.00	15,000,000.00	2.875	2.858	1,409	07/11/2022
3134GSJG1	17071	FED HOME LOAN MORT CORP		04/27/2018	15,000,000.00	14,913,300.00	15,000,000.00	2.730	2.731	1,060	07/27/2021
3135G0G31	15032	FEDERAL NATIONAL MORT. ASSOC.		10/29/2015	10,000,000.00	9,957,500.00	9,998,735.04	1.200	1.232	150	01/29/2019
3136G2SD0	15034	FEDERAL NATIONAL MORT. ASSOC.		10/30/2015	10,000,000.00	9,874,000.00	10,000,000.00	1.400	1.400	423	10/20/2019
3136G2YA9	15096	FEDERAL NATIONAL MORT. ASSOC.		02/26/2016	10,000,000.00	9,863,500.00	10,000,000.00	1.400	1.400	451	11/20/2019
3136G3CT0	15097	FEDERAL NATIONAL MORT. ASSOC.		03/15/2016	10,000,000.00	9,878,800.00	10,000,000.00	1.750	1.896	926	03/15/2021
3136G3MG7	15114	FEDERAL NATIONAL MORT. ASSOC.		05/20/2016	10,000,000.00	9,799,700.00	9,994,636.65	1.500	1.532	625	05/18/2020
3136G3QU2	15120	FEDERAL NATIONAL MORT. ASSOC.		05/25/2016	10,000,000.00	9,732,700.00	10,000,000.00	1.750	1.750	997	05/25/2021
3136G3RK3	15124	FEDERAL NATIONAL MORT. ASSOC.		06/14/2016	10,000,000.00	9,703,100.00	10,000,000.00	1.800	1.613	1,017	06/14/2021
3136G3RK3	15126	FEDERAL NATIONAL MORT. ASSOC.		06/29/2016	10,000,000.00	9,703,100.00	10,026,971.43	1.800	1.511	1,017	06/14/2021
3136G3WK7	15128	FEDERAL NATIONAL MORT. ASSOC.		08/30/2016	10,000,000.00	9,787,000.00	10,000,000.00	1.220	1.220	576	03/30/2020
3136G3WK7	15129	FEDERAL NATIONAL MORT. ASSOC.		06/30/2016	10,000,000.00	9,787,000.00	10,000,000.00	1.220	1.220	576	03/30/2020
3136G3XZ3	16008	FEDERAL NATIONAL MORT. ASSOC.		07/28/2016	10,000,000.00	9,630,800.00	10,000,000.00	1.500	1.500	1,061	07/28/2021
3136G3XY6	16009	FEDERAL NATIONAL MORT. ASSOC.		07/28/2016	10,000,000.00	9,833,400.00	10,000,000.00	2.000	1.600	1,061	07/28/2021
3135G0N58	16016	FEDERAL NATIONAL MORT. ASSOC.		08/16/2016	10,000,000.00	9,860,400.00	9,998,402.78	1.200	1.217	349	08/16/2019
3136G4CV3	16028	FEDERAL NATIONAL MORT. ASSOC.		09/30/2016	10,000,000.00	9,522,300.00	9,992,298.61	1.400	1.426	1,125	09/30/2021
3136G4DF7	16034	FEDERAL NATIONAL MORT. ASSOC.		10/26/2016	10,000,000.00	9,635,900.00	10,000,000.00	1.500	1.500	1,058	07/26/2021
3136G4EV1	16036	FEDERAL NATIONAL MORT. ASSOC.		10/28/2016	10,000,000.00	9,563,000.00	10,000,000.00	1.625	1.625	1,153	10/28/2021

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Federal Agency Coupons											
3136G4JJ3	16060	FEDERAL NATIONAL MORT. ASSOC.		12/28/2016	10,000,000.00	9,764,300.00	10,000,000.00	1.750	1.750	758	09/28/2020
3136G4NE9	16095	FEDERAL NATIONAL MORT. ASSOC.		03/29/2017	10,000,000.00	9,819,700.00	10,000,000.00	1.750	1.750	667	06/29/2020
3136G4PR8	17011	FEDERAL NATIONAL MORT. ASSOC.		10/05/2017	15,000,000.00	14,549,700.00	15,000,000.00	2.160	2.160	1,495	10/05/2022
3136G4PZ0	17015	FEDERAL NATIONAL MORT. ASSOC.		10/26/2017	10,000,000.00	9,761,800.00	10,000,000.00	2.000	2.000	1,059	07/26/2021
3136G4SK0	17070	FEDERAL NATIONAL MORT. ASSOC.		04/26/2018	10,000,000.00	9,999,500.00	10,000,000.00	3.050	3.050	1,698	04/26/2023
		Subtotal and Average	**1,014,706,744.03**		**1,015,000,000.00**	**993,272,500.00**	**1,014,711,164.04**		**1.924**	**1,065**	
Medium Term Notes											
037833AQ3	14098	Apple Inc.		06/26/2015	10,000,000.00	9,988,400.00	10,017,502.52	2.100	1.832	247	05/06/2019
037833BS8	17054	Apple Inc.		01/31/2018	10,000,000.00	9,861,300.00	9,933,108.09	2.250	2.532	906	02/23/2021
0258M0DK2	15038	AMERICAN EXPRESS CREDIT		11/17/2015	10,000,000.00	9,979,700.00	10,002,345.63	2.125	2.080	198	03/18/2019
459200HM6	15005	IBM CORP		07/13/2015	10,000,000.00	9,805,400.00	9,924,078.30	1.625	2.095	622	05/15/2020
478160BS2	17055	Johnson & Johnson		02/02/2018	10,000,000.00	9,716,300.00	9,820,243.46	1.650	2.400	912	03/01/2021
594918AY0	14050	Microsoft Corp		02/23/2015	10,000,000.00	9,891,100.00	10,004,048.02	1.850	1.821	529	02/12/2020
594918BF0	15041	Microsoft Corp		11/24/2015	10,000,000.00	9,962,200.00	9,999,279.89	1.300	1.343	63	11/03/2018
89236TEH4	17050	TOYOTA MOTOR CREDIT		01/23/2018	10,000,000.00	9,673,600.00	9,956,978.58	2.250	2.405	1,010	06/07/2021
89236TEY7	17074	TOYOTA MOTOR CREDIT		06/01/2018	10,000,000.00	9,946,700.00	9,988,137.39	3.100	3.127	1,698	04/26/2023
94974BFU9	14003	Wells Fargo & Co		09/19/2014	10,000,000.00	9,971,100.00	9,993,613.61	2.125	2.230	233	04/22/2019
94986RYY1	15017	Wells Fargo & Co		09/25/2015	10,000,000.00	9,919,900.00	10,000,000.00	2.000	2.431	755	09/25/2020
		Subtotal and Average	**126,422,418.65**		**110,000,000.00**	**108,735,700.00**	**109,641,335.49**		**2.208**	**651**	
Collateralized CDs											
SYS18004	18004	Five Star Bank		08/23/2018	5,000,000.00	5,000,000.00	5,000,000.00	2.400	2.433	356	08/23/2019
SYS17069	17069	River City Bank		04/17/2018	6,000,000.00	6,000,000.00	6,000,000.00	1.500	1.521	228	04/17/2019
		Subtotal and Average	**9,419,354.84**		**11,000,000.00**	**11,000,000.00**	**11,000,000.00**		**1.936**	**286**	
Supranational											
		Subtotal and Average	**6,450,953.41**								
Local Agency Bond											
SYS13019B	13019B	Ackerman School District		10/31/2013	39,984.90	39,984.90	39,984.90	2.300	2.299	60	10/31/2018
SYS16098	16098	Ackerman School District		04/03/2017	6,734,674.55	6,626,495.47	6,734,674.55	2.800	2.800	6,789	04/03/2037
SYS13072	13072	Mid Placer Public School Trans		06/13/2014	48,636.58	48,636.58	48,636.58	2.300	2.300	285	06/13/2019
SYS17042	17042	Mid Placer Public School Trans		12/21/2017	371,920.79	381,100.91	371,920.79	2.850	2.850	3,398	12/21/2027
16115	16115	Newcastle Elementary SD		06/30/2017	2,935,077.72	2,710,911.16	2,935,077.72	2.800	0.000	10,529	06/30/2047

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Local Agency Bond											
SYS13069	13069	City of Rocklin Successor Agcy		05/01/2014	292,349.60	292,349.60	292,349.60	1.750	1.752	242	05/01/2019
		Subtotal and Average	**10,422,644.14**		**10,422,644.14**	**10,099,478.62**	**10,422,644.14**		**1.980**	**7,481**	
Local Agency Bonds											
SYS15022	15022	Middle Fork JPA		04/01/2015	75,703,199.75	75,981,227.32	75,703,199.75	3.471	3.519	6,422	04/01/2036
SYS17034	17034	Pioneer Community Energy		12/14/2017	14,730,000.00	16,580,220.57	14,730,000.00	2.650	2.687	1,734	06/01/2023
		Subtotal and Average	**90,433,199.75**		**90,433,199.75**	**92,561,447.89**	**90,433,199.75**		**3.384**	**5,658**	
Rolling Repurchase Agreements - 2											
SYS000SWEEP3	SWEEP3	WELLS FARGO BANK		03/01/2018	7,240,285.21	7,240,285.21	7,240,285.21	0.180	0.183	1	
		Subtotal and Average	**42,788,853.08**		**7,240,285.21**	**7,240,285.21**	**7,240,285.21**		**0.183**	**1**	
mPower Placer											
2016NR-A	2016NR-A	mPower Placer		08/04/2016	3,885,837.17	3,426,464.77	3,885,837.17	3.000	3.042	6,941	09/02/2037
2017 NR	2017 NR	mPower Placer		07/06/2017	2,255,417.37	1,967,582.81	2,255,417.37	3.000	3.042	7,306	09/02/2038
2017 R	2017 R	mPower Placer		07/06/2017	292,281.81	253,419.73	292,281.81	3.000	3.042	7,306	09/02/2038
2018 NR	2018 NR	mPower Placer		07/26/2018	46,344.27	46,344.27	46,344.27	4.500	4.563	7,671	09/02/2039
2018 R	2018 R	mPower Placer		07/12/2018	171,115.02	171,115.02	171,115.02	4.500	4.563	7,671	09/02/2039
2018 S -NR	18003	Pioneer Community Energy		08/09/2018	21,996.79	21,996.79	21,996.79	3.000	3.042	7,671	09/02/2039
2017 S NR	2017 S-NR	Pioneer Community Energy		09/26/2017	138,322.57	116,153.06	138,322.57	3.000	3.042	7,306	09/02/2038
2017 S-R	2017 S-R	Pioneer Community Energy		07/06/2017	5,359,751.31	4,679,223.69	5,359,751.31	3.000	3.042	7,306	09/02/2038
2018 S-R	2018 S-R	Pioneer Community Energy		07/12/2018	1,426,695.03	1,426,695.03	1,426,695.03	4.500	4.563	7,671	09/02/2039
2016S R-1	2016S R-1	Sierra Valley Energy Authority		01/26/2017	414,149.53	386,398.50	414,149.53	3.000	3.042	6,941	09/02/2037
		Subtotal and Average	**13,643,476.00**		**14,011,910.87**	**12,475,393.67**	**14,011,910.87**		**3.220**	**7,237**	
mPower - Folsom											
2016-IA3 #2	2016-IA3 #2	mPower Folsom		07/14/2016	363,667.86	361,204.74	363,667.86	1.250	1.267	6,941	09/02/2037
2017-IA3 #3	2017-IA3 #3	mPower Folsom		07/27/2017	250,455.96	212,583.76	250,455.96	1.250	1.267	7,306	09/02/2038
MFIA-2 NR	IA2-NR	mPower Folsom		06/06/2015	1,579,418.76	1,428,497.40	1,579,418.76	1.250	1.267	6,576	09/02/2036
MFIA-3	MFIA-3	mPower Folsom		09/01/2015	767,926.94	684,113.09	767,926.94	1.250	1.267	6,576	09/02/2038
MF R-1	MFR-1	mPower Folsom		09/01/2015	277,683.52	254,430.30	277,683.52	1.250	1.267	6,576	09/02/2036
		Subtotal and Average	**3,239,153.04**		**3,239,153.04**	**2,940,829.29**	**3,239,153.04**		**1.267**	**6,673**	

General Fund
Portfolio Management
Portfolio Details - Investments
August 31, 2018

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity
		Total and Average	1,375,218,880.22		1,302,082,845.46	1,278,533,467.32	1,301,511,258.85		2.071	1,513

General Fund
Portfolio Management
Portfolio Details - Cash
August 31, 2018

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			10,795,254.61	10,795,254.61	10,795,254.61		0.000	1
Undeposited Receipts										
SYS00000VAULT	00000VAULT	PLACER COUNTY CASH			199,021.70	199,021.70	199,021.70		0.000	1
		Average Balance	0.00							1
		Total Cash and Investments	1,375,218,880.22		1,313,077,121.77	1,289,527,743.63	1,312,505,535.16		2.071	1,513

General Fund
Purchases Report
Sorted by Fund - Fund
August 1, 2018 - August 31, 2018

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													
2018 S -NR	18003	1010	RR3	PIONE	21,996.79	08/09/2018	/ - /	21,996.79		3.000	09/02/2039	3.000	21,996.79
SYS18004	18004	1010	BCD	FSB	5,000,000.00	08/23/2018	11/23 - Quarterly	5,000,000.00		2.400	08/23/2019	2.400	5,000,000.00
				Subtotal	5,021,996.79			5,021,996.79	0.00				5,021,996.79
				Total Purchases	5,021,996.79			5,021,996.79	0.00				5,021,996.79

Data Updated: FUNDSNAP: 09/18/2018 13:50
Run Date: 09/18/2018 - 13:50

General Fund
Summary by Issuer
August 31, 2018

Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
Apple Inc.	2	20,000,000.00	20,016,660.00	1.53	2.181	575
Ackerman School District	2	6,774,659.45	6,774,659.45	0.52	2.797	6,749
AMERICAN EXPRESS CREDIT	1	10,000,000.00	10,014,300.00	0.76	2.080	198
FEDERAL FARM CREDIT BANK	25	250,000,000.00	249,861,700.00	19.04	1.898	993
FEDERAL HOME LOAN BANK	19	190,000,000.00	189,886,100.00	14.47	1.853	1,062
FED HOME LOAN MORT CORP	35	360,000,000.00	359,862,500.00	27.43	2.145	1,226
FEDERAL NATIONAL MORT. ASSOC.	21	215,000,000.00	215,008,000.00	16.39	1.648	883
Five Star Bank	1	5,000,000.00	5,000,000.00	0.38	2.433	356
IBM CORP	1	10,000,000.00	9,784,600.00	0.75	2.095	622
Johnson & Johnson	1	10,000,000.00	9,778,500.00	0.75	2.400	912
Middle Fork JPA	1	75,703,199.75	75,703,199.75	5.77	3.519	6,422
Mid Placer Public School Trans	2	420,557.37	420,557.37	0.03	2.786	3,038
mPower Folsom	5	3,239,153.04	3,239,153.04	0.25	1.267	6,673
mPower Placer	8	12,613,651.14	12,662,700.14	0.97	3.608	8,765
Microsoft Corp	2	20,000,000.00	20,001,600.00	1.52	1.582	296
Newcastle Elementary SD	1	2,935,077.72	2,935,077.72	0.22	0.000	10,529
Public Finance Authority	1	4,772,996.95	4,868,456.89	0.37	4.894	7,335
Pioneer Community Energy	5	21,676,765.70	21,676,765.70	1.65	2.901	3,544
PLACER COUNTY CASH	2	10,994,276.31	10,795,254.61	0.82	0.000	1
River City Bank	1	6,000,000.00	6,000,000.00	0.46	1.521	228
City of Rocklin Successor Agcy	1	292,349.60	292,349.60	0.02	1.752	242
Sierra Valley Energy Authority	1	414,149.53	414,149.53	0.03	3.042	6,941
U.S TREASURY N/B	3	30,000,000.00	29,866,406.25	2.28	1.794	911

Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
TOYOTA MOTOR CREDIT	2	20,000,000.00	19,937,500.00	1.52	2.767	1,355
Wells Fargo & Co	2	20,000,000.00	19,954,300.00	1.52	2.330	494
WELLS FARGO BANK	1	7,240,285.21	7,240,285.21	0.55	0.182	1
Total and Average	146	1,313,077,121.77	1,311,994,775.26	100.00	2.054	1,501

Office of
Jenine Windeshausen
Treasurer-Tax Collector
County of Placer

COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of September 30, 2018

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

September 30, 2018

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 1,483 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by $71,044,146.23 in cash and investments maturing in the next 180 days.

General Fund
Portfolio Management
Portfolio Summary
September 30, 2018

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Coupons	30,000,000.00	29,309,900.00	29,943,874.45	2.33	1,672	881	1.770	1.794
mPower Placer - Long Term	10,536,310.39	10,590,958.23	10,670,991.37	0.83	7,370	6,790	4.444	4.506
Federal Agency Coupons	985,000,000.00	959,964,050.00	984,768,970.15	76.78	1,614	1,044	1.885	1.911
Medium Term Notes	80,000,000.00	76,583,700.00	79,657,119.30	6.21	1,511	605	2.298	2.330
Collateralized CDs	11,000,000.00	11,000,000.00	11,000,000.00	0.86	365	256	1.909	1.936
Local Agency Bond	10,422,644.14	10,099,478.62	10,422,644.14	0.81	8,003	7,451	1.953	1.980
Local Agency Bonds	90,433,199.75	92,561,447.69	90,433,199.75	7.05	6,746	5,628	3.337	3.384
Rolling Repurchase Agreements - 2	48,612,976.67	48,612,976.67	48,612,976.67	3.79	1	1	0.180	0.183
mPower Placer	14,100,324.36	12,620,824.21	14,100,324.36	1.10	7,713	7,226	3.233	3.278
mPower - Folsom	2,999,555.18	2,722,466.01	2,999,555.18	0.23	7,693	6,647	1.250	1.267
Investments	**1,283,107,010.49**	**1,256,065,801.63**	**1,282,609,655.37**	**100.00%**	**2,080**	**1,483**	**1.981**	**2.009**
Cash								
Passbook/Checking (not included in yield calculations)	12,391,184.66	12,391,184.66	12,391,184.66		1	1	0.000	0.000
Total Cash and Investments	**1,295,498,195.15**	**1,268,456,986.29**	**1,295,000,840.03**		**2,080**	**1,483**	**1.981**	**2.009**

Total Earnings	September 30 Month Ending	Fiscal Year To Date
Current Year	1,978,311.51	6,721,805.84
Average Daily Balance	1,294,666,823.30	1,404,299,314.36
Effective Rate of Return	1.86%	1.90%

12/21/18

ERIC WAIDMANN, ASST. TREASURER-TAX COLLECTOR

Reporting period 09/01/2018-09/30/2018
Data Updated: FUNDSNAP: 12/12/2018 14:31
Run Date: 12/12/2018 - 14:31

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General Fund
Portfolio Management
Portfolio Details - Investments
September 30, 2018

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											
912828TN0	15058	U.S TREASURY N/B		12/03/2015	10,000,000.00	9,852,000.00	9,961,823.34	1.000	1.430	334	08/31/2019
912828A42	15059	U.S TREASURY N/B		12/04/2015	10,000,000.00	9,823,100.00	10,040,000.17	2.000	1.606	791	11/30/2020
912828M80	17022	U.S TREASURY N/B		12/01/2017	10,000,000.00	9,634,800.00	9,942,050.94	2.000	2.147	1,521	11/30/2022
		Subtotal and Average	29,942,397.89		30,000,000.00	29,309,900.00	29,943,874.45		1.794	881	
mPower Placer - Long Term											
2015NR-A	2015NR-A	mPower Placer		06/16/2015	2,236,665.42	2,182,421.81	2,236,865.42	4.000	3.998	6,180	09/02/2035
2015NR-BLT	2015NR-BLT	mPower Placer		09/02/2016	2,838,648.02	2,760,607.91	2,838,648.02	4.000	4.000	6,546	09/02/2036
2015R-B	2015R-B	mPower Placer		06/16/2015	690,000.00	781,875.57	729,624.99	6.000	5.435	6,180	09/02/2035
72601FAC2	2018B	Public Finance Authority		06/28/2018	4,772,996.95	4,866,052.94	4,866,052.94	5.050	4.894	7,305	10/01/2038
		Subtotal and Average	10,678,086.66		10,538,310.39	10,590,956.23	10,670,991.37		4.506	6,790	
Federal Agency Coupons											
3133EFRM1	15056	FEDERAL FARM CREDIT BANK		12/02/2015	10,000,000.00	9,862,100.00	10,000,000.00	1.640	1.640	427	12/02/2019
3133EFX36	15105	FEDERAL FARM CREDIT BANK		04/05/2016	10,000,000.00	9,710,600.00	10,000,000.00	1.680	1.680	917	04/05/2021
3133EGKA2	16001	FEDERAL FARM CREDIT BANK		07/06/2016	10,000,000.00	9,628,500.00	10,000,000.00	1.500	1.500	1,009	07/06/2021
3133EGLH6	16002	FEDERAL FARM CREDIT BANK		07/12/2016	10,000,000.00	9,684,100.00	10,000,000.00	1.420	1.420	834	01/12/2021
3133EGLU7	16004	FEDERAL FARM CREDIT BANK		07/14/2016	10,000,000.00	9,619,800.00	10,000,000.00	1.480	1.480	1,017	07/14/2021
3133EGXU4	16030	FEDERAL FARM CREDIT BANK		10/06/2016	10,000,000.00	9,713,300.00	10,000,000.00	1.370	1.370	736	10/06/2020
3133EGZP3	16031	FEDERAL FARM CREDIT BANK		10/25/2016	10,000,000.00	9,605,200.00	9,996,933.33	1.580	1.590	1,120	10/25/2021
3133EGZP3	16032	FEDERAL FARM CREDIT BANK		10/25/2016	10,000,000.00	9,605,200.00	9,996,933.33	1.580	1.590	1,120	10/25/2021
3133EGS30	16043	FEDERAL FARM CREDIT BANK		12/06/2016	10,000,000.00	9,715,900.00	10,000,000.00	2.000	2.000	1,162	12/06/2021
3133EGU37	16049	FEDERAL FARM CREDIT BANK		12/14/2016	10,000,000.00	9,780,800.00	10,000,000.00	1.830	1.830	805	12/14/2020
3133EGU86	16052	FEDERAL FARM CREDIT BANK		12/19/2016	10,000,000.00	9,858,600.00	10,000,000.00	1.500	1.500	444	12/19/2019
3133EG2P9	16063	FEDERAL FARM CREDIT BANK		12/29/2016	10,000,000.00	9,747,300.00	10,000,000.00	2.320	2.320	1,185	12/29/2021
3133EG2P9	16064	FEDERAL FARM CREDIT BANK		12/29/2016	10,000,000.00	9,747,300.00	10,000,000.00	2.320	2.320	1,185	12/29/2021
3133EG6N0	16084	FEDERAL FARM CREDIT BANK		02/09/2017	10,000,000.00	9,717,800.00	10,000,000.00	1.940	1.940	862	02/09/2021
3133EG7D1	16086	FEDERAL FARM CREDIT BANK		02/17/2017	10,000,000.00	9,871,300.00	9,993,253.04	1.550	1.612	410	11/15/2019
3133EHGZ0	16108	FEDERAL FARM CREDIT BANK		04/27/2017	10,000,000.00	9,813,400.00	10,000,000.00	1.580	1.580	574	04/27/2020
3133EHQM8	17001	FEDERAL FARM CREDIT BANK		07/05/2017	10,000,000.00	9,687,400.00	10,000,000.00	1.950	1.950	1,100	10/05/2021
3133EHQZ9	17003	FEDERAL FARM CREDIT BANK		07/12/2017	10,000,000.00	9,624,200.00	9,990,548.61	2.150	2.177	1,380	07/12/2022
3133EHF73	17012	FEDERAL FARM CREDIT BANK		10/17/2017	10,000,000.00	9,687,100.00	10,000,000.00	2.280	2.511	1,477	10/17/2022
3133EHNB5	17026	FEDERAL FARM CREDIT BANK		12/12/2017	10,000,000.00	9,733,400.00	9,940,247.62	1.870	2.100	987	06/14/2021
3133EH2P7	17029	FEDERAL FARM CREDIT BANK		12/12/2017	10,000,000.00	9,718,000.00	9,997,481.67	2.390	2.396	1,533	12/12/2022
3133EH3D3	17033	FEDERAL FARM CREDIT BANK		12/15/2017	10,000,000.00	9,744,200.00	9,989,486.11	2.430	2.457	1,536	12/15/2022
3133EH4R1	17037	FEDERAL FARM CREDIT BANK		12/28/2017	10,000,000.00	9,789,500.00	10,000,000.00	2.120	2.121	728	09/28/2020

General Fund
Portfolio Management
Portfolio Details - Investments
September 30, 2018

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											
3133EJKZ1	17067	FEDERAL FARM CREDIT BANK		04/12/2018	10,000,000.00	9,931,600.00	10,000,000.00	3.000	3.000	1,472	10/12/2022
3130A86G3	15119	FEDERAL HOME LOAN BANK		05/25/2016	10,000,000.00	9,735,500.00	10,000,000.00	1.600	1.600	786	11/25/2020
3130A8LS0	15130	FEDERAL HOME LOAN BANK		06/30/2016	10,000,000.00	9,635,600.00	10,000,000.00	1.500	1.500	1,003	06/30/2021
3130A8MP5	16003	FEDERAL HOME LOAN BANK		07/13/2016	10,000,000.00	9,706,900.00	10,000,000.00	1.375	1.375	743	10/13/2020
3130A8P80	16005	FEDERAL HOME LOAN BANK		07/19/2016	10,000,000.00	9,672,300.00	10,000,000.00	1.400	1.400	841	01/19/2021
3130A9LS8	16026	FEDERAL HOME LOAN BANK		09/28/2016	10,000,000.00	9,717,000.00	10,000,000.00	1.375	1.375	728	09/28/2020
3130A9LT6	16027	FEDERAL HOME LOAN BANK		09/28/2016	10,000,000.00	9,616,400.00	10,000,000.00	1.550	1.550	1,093	09/28/2021
3130A9NG2	16029	FEDERAL HOME LOAN BANK		10/06/2016	10,000,000.00	9,610,400.00	9,992,766.67	1.540	1.565	1,101	10/06/2021
3130A9TV3	16038	FEDERAL HOME LOAN BANK		11/08/2016	10,000,000.00	9,666,800.00	9,993,794.44	1.250	1.733	1,134	11/08/2021
3130A9TP6	16039	FEDERAL HOME LOAN BANK		11/15/2016	10,000,000.00	9,854,100.00	10,000,000.00	1.250	1.179	592	05/15/2020
3130AA2F4	16040	FEDERAL HOME LOAN BANK		11/23/2016	10,000,000.00	9,638,700.00	10,000,000.00	1.700	1.700	1,149	11/23/2021
3130AB3L8	16109	FEDERAL HOME LOAN BANK		04/27/2017	10,000,000.00	9,836,200.00	10,000,000.00	1.750	2.492	1,304	04/27/2022
3130ABPE0	16113	FEDERAL HOME LOAN BANK		06/29/2017	10,000,000.00	9,648,400.00	10,000,000.00	2.125	2.125	1,367	06/29/2022
3130ABNV4	17004	FEDERAL HOME LOAN BANK		07/13/2017	10,000,000.00	9,813,600.00	9,991,440.00	1.750	1.800	651	07/13/2020
3130ACJ47	17014	FEDERAL HOME LOAN BANK		10/25/2017	10,000,000.00	9,647,000.00	9,985,360.00	1.750	2.387	1,485	10/25/2022
3130ACUK8	17020	FEDERAL HOME LOAN BANK		11/28/2017	10,000,000.00	9,752,300.00	9,994,683.33	2.000	2.021	970	05/28/2021
3130ACX82	17023	FEDERAL HOME LOAN BANK		12/06/2017	10,000,000.00	9,684,100.00	9,985,369.65	2.375	2.412	1,526	12/05/2022
3130ACU28	17030	FEDERAL HOME LOAN BANK		12/13/2017	10,000,000.00	9,719,100.00	10,000,000.00	2.375	2.375	1,534	12/13/2022
3130ADGX4	17051	FEDERAL HOME LOAN BANK		01/30/2018	10,000,000.00	9,862,000.00	10,000,000.00	2.250	2.251	760	10/30/2020
3130ADDR0	17052	FEDERAL HOME LOAN BANK		01/31/2018	10,000,000.00	9,831,900.00	9,972,839.22	2.250	2.374	848	01/26/2021
3134G9KW6	15121	FED HOME LOAN MORT CORP		06/08/2016	10,000,000.00	9,845,000.00	10,000,000.00	1.350	1.350	421	11/26/2019
3134G9UM7	15133	FED HOME LOAN MORT CORP		06/30/2016	10,000,000.00	9,681,600.00	10,000,000.00	1.500	1.730	1,003	06/30/2021
3134G9E52	15134	FED HOME LOAN MORT CORP		06/30/2016	10,000,000.00	9,850,100.00	10,000,000.00	1.330	1.330	821	12/30/2020
3134G9K22	16007	FED HOME LOAN MORT CORP		07/27/2016	10,000,000.00	9,731,400.00	10,000,000.00	1.500	1.300	1,030	07/27/2021
3134GAEG5	16021	FED HOME LOAN MORT CORP		08/24/2016	10,000,000.00	9,724,100.00	10,000,000.00	1.500	1.737	1,058	08/24/2021
3134G93Q8	16022	FED HOME LOAN MORT CORP		08/25/2016	10,000,000.00	9,666,700.00	10,000,000.00	1.680	1.680	1,059	08/25/2021
3134G95L7	16023	FED HOME LOAN MORT CORP		08/25/2016	10,000,000.00	9,618,900.00	10,000,000.00	1.600	1.600	1,059	08/25/2021
3134GABL7	16024	FED HOME LOAN MORT CORP		08/30/2016	10,000,000.00	9,751,800.00	10,000,000.00	1.500	1.500	697	08/28/2020
3134GAGC2	16025	FED HOME LOAN MORT CORP		09/13/2016	10,000,000.00	9,733,800.00	10,000,000.00	1.500	1.400	1,078	09/13/2021
3134GAQV8	16035	FED HOME LOAN MORT CORP		10/27/2016	10,000,000.00	9,589,800.00	10,000,000.00	1.400	1.657	1,122	10/27/2021
3134GAVP6	16037	FED HOME LOAN MORT CORP		11/04/2016	10,000,000.00	9,773,300.00	10,000,000.00	1.500	1.420	1,130	11/04/2021
3134GBHH8	16107	FED HOME LOAN MORT CORP		04/27/2017	10,000,000.00	9,888,400.00	10,000,000.00	2.000	1.900	1,304	04/27/2022
3134GBXF4	16114	FED HOME LOAN MORT CORP		06/30/2017	10,000,000.00	9,663,000.00	10,000,000.00	2.000	2.000	1,185	12/29/2021
3134GBWF5	17002	FED HOME LOAN MORT CORP		07/10/2017	10,000,000.00	9,838,800.00	9,988,597.60	1.875	1.869	1,367	06/29/2022
3134GBXB3	17005	FED HOME LOAN MORT CORP		07/18/2017	10,000,000.00	9,819,700.00	10,000,000.00	1.800	2.377	1,386	07/18/2022
3134GBYM8	17006	FED HOME LOAN MORT CORP		07/27/2017	10,000,000.00	9,659,200.00	10,000,000.00	2.200	2.200	1,395	07/27/2022

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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											
3134GBYQ9	17007	FED HOME LOAN MORT CORP		07/27/2017	10,000,000.00	9,742,300.00	10,000,000.00	2.000	2.000	939	04/27/2021
3134GBJ29	17009	FED HOME LOAN MORT CORP		09/29/2017	10,000,000.00	9,870,500.00	10,000,000.00	1.750	1.725	1,459	09/29/2022
3134GBM74	17010	FED HOME LOAN MORT CORP		09/29/2017	10,000,000.00	9,638,700.00	10,000,000.00	2.150	2.150	1,459	09/29/2022
3134GBV33	17016	FED HOME LOAN MORT CORP		10/27/2017	10,000,000.00	9,929,200.00	10,000,000.00	1.750	2.532	1,487	10/27/2022
3134GB3B6	17021	FED HOME LOAN MORT CORP		11/30/2017	10,000,000.00	9,764,500.00	10,000,000.00	2.000	2.000	879	02/26/2021
3134GB7G1	17035	FED HOME LOAN MORT CORP		12/21/2017	10,000,000.00	9,780,700.00	10,000,000.00	2.000	2.724	1,542	12/21/2022
3134GB6H0	17036	FED HOME LOAN MORT CORP		12/27/2017	10,000,000.00	9,847,600.00	10,000,000.00	2.000	2.687	1,548	12/27/2022
3134GSAG0	17038	FED HOME LOAN MORT CORP		12/28/2017	10,000,000.00	9,732,600.00	10,000,000.00	2.350	2.350	1,366	06/28/2022
3134GB6V9	17039	FED HOME LOAN MORT CORP		12/28/2017	10,000,000.00	9,693,300.00	10,000,000.00	2.500	2.500	1,549	12/28/2022
3134GB5U2	17040	FED HOME LOAN MORT CORP		12/29/2017	10,000,000.00	9,773,200.00	10,000,000.00	2.125	2.125	1,002	06/29/2021
3134GB6P2	17041	FED HOME LOAN MORT CORP		12/29/2017	10,000,000.00	9,852,800.00	10,000,000.00	2.000	2.000	637	06/29/2020
3134GSCD5	17053	FED HOME LOAN MORT CORP		01/31/2018	10,000,000.00	9,635,100.00	9,948,033.33	2.550	2.679	1,582	01/30/2023
3134GSDC6	17056	FED HOME LOAN MORT CORP		02/23/2018	10,000,000.00	10,002,800.00	10,000,000.00	3.000	2.889	1,422	08/23/2022
3134GSDA0	17057	FED HOME LOAN MORT CORP		02/27/2018	10,000,000.00	9,838,900.00	10,000,000.00	2.750	2.750	1,610	02/27/2023
3134GSEK7	17058	FED HOME LOAN MORT CORP		03/08/2018	10,000,000.00	9,875,900.00	10,000,000.00	3.000	3.000	1,619	03/08/2023
3134GSJH9	17066	FED HOME LOAN MORT CORP		04/11/2018	15,000,000.00	14,825,700.00	15,000,000.00	2.875	2.858	1,379	07/11/2022
3134GSJG1	17071	FED HOME LOAN MORT CORP		04/27/2018	15,000,000.00	14,844,000.00	15,000,000.00	2.730	2.731	1,030	07/27/2021
3135G0G31	15032	FEDERAL NATIONAL MORT. ASSOC.		10/29/2015	10,000,000.00	9,963,400.00	9,998,991.45	1.200	1.232	120	01/29/2019
3136G2SD0	15034	FEDERAL NATIONAL MORT. ASSOC.		10/30/2015	10,000,000.00	9,866,000.00	10,000,000.00	1.400	1.400	393	10/29/2019
3136G2YA9	15096	FEDERAL NATIONAL MORT. ASSOC.		02/26/2016	10,000,000.00	9,854,500.00	10,000,000.00	1.400	1.400	421	11/26/2019
3136G3CT0	15097	FEDERAL NATIONAL MORT. ASSOC.		03/15/2016	10,000,000.00	9,860,500.00	10,000,000.00	1.750	1.896	896	03/15/2021
3136G3MG7	15114	FEDERAL NATIONAL MORT. ASSOC.		05/20/2016	10,000,000.00	9,785,200.00	9,994,897.43	1.500	1.532	595	05/18/2020
3136G3QU2	15120	FEDERAL NATIONAL MORT. ASSOC.		05/25/2016	10,000,000.00	9,698,200.00	10,000,000.00	1.750	1.750	967	05/25/2021
3136G3RK3	15124	FEDERAL NATIONAL MORT. ASSOC.		06/14/2016	10,000,000.00	9,667,000.00	10,000,000.00	1.800	1.613	987	06/14/2021
3136G3RK3	15126	FEDERAL NATIONAL MORT. ASSOC.		06/29/2016	10,000,000.00	9,667,000.00	10,026,164.71	1.800	1.511	987	06/14/2021
3136G3WK7	15128	FEDERAL NATIONAL MORT. ASSOC.		06/30/2016	10,000,000.00	9,777,300.00	10,000,000.00	1.220	1.220	546	03/30/2020
3136G3WK7	15129	FEDERAL NATIONAL MORT. ASSOC.		06/30/2016	10,000,000.00	9,777,300.00	10,000,000.00	1.220	1.220	546	03/30/2020
3136G3XZ3	16008	FEDERAL NATIONAL MORT. ASSOC.		07/28/2016	10,000,000.00	9,591,400.00	10,000,000.00	1.500	1.500	1,031	07/28/2021
3136G3XY6	16009	FEDERAL NATIONAL MORT. ASSOC.		07/28/2016	10,000,000.00	9,800,000.00	10,000,000.00	2.000	1.600	1,031	07/28/2021
3135G0N58	16016	FEDERAL NATIONAL MORT. ASSOC.		08/16/2016	10,000,000.00	9,879,600.00	9,998,541.67	1.200	1.217	319	08/16/2019
3136G4CV3	16028	FEDERAL NATIONAL MORT. ASSOC.		09/30/2016	10,000,000.00	9,481,200.00	9,992,506.94	1.400	1.426	1,095	09/30/2021
3136G4DF7	16034	FEDERAL NATIONAL MORT. ASSOC.		10/26/2016	10,000,000.00	9,596,700.00	10,000,000.00	1.500	1.500	1,029	07/26/2021
3136G4EV1	16036	FEDERAL NATIONAL MORT. ASSOC.		10/28/2016	10,000,000.00	9,519,300.00	10,000,000.00	1.625	1.625	1,123	10/28/2021
3136G4JJ3	16060	FEDERAL NATIONAL MORT. ASSOC.		12/28/2016	10,000,000.00	9,743,500.00	10,000,000.00	1.750	1.750	728	09/28/2020
3136G4NE9	16095	FEDERAL NATIONAL MORT. ASSOC.		03/29/2017	10,000,000.00	9,802,900.00	10,000,000.00	1.750	1.750	637	06/29/2020
3136G4PR8	17011	FEDERAL NATIONAL MORT. ASSOC.		10/05/2017	15,000,000.00	14,447,850.00	15,000,000.00	2.160	2.160	1,465	10/05/2022

General Fund
Portfolio Management
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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											
3136G4PZ0	17015	FEDERAL NATIONAL MORT. ASSOC.		10/26/2017	10,000,000.00	9,720,500.00	10,000,000.00	2.000	2.000	1,029	07/26/2021
3136G4SK0	17070	FEDERAL NATIONAL MORT. ASSOC.		04/26/2018	10,000,000.00	9,916,400.00	10,000,000.00	3.050	3.050	1,668	04/26/2023
		Subtotal and Average	989,757,230.95		985,000,000.00	959,964,050.00	984,768,970.15		1.911	1,044	
Medium Term Notes											
037833AQ3	14098	Apple Inc.		06/26/2015	10,000,000.00	9,974,600.00	10,015,359.35	2.100	1.832	217	05/06/2019
037833BS8	17054	Apple Inc.		01/31/2018	10,000,000.00	9,821,800.00	9,935,357.82	2.250	2.532	876	02/23/2021
459200HM6	15005	IBM CORP		07/13/2015	10,000,000.00	9,792,000.00	9,927,787.83	1.625	2.095	592	05/15/2020
478160BS2	17055	Johnson & Johnson		02/02/2018	10,000,000.00	9,685,000.00	9,826,235.35	1.650	2.400	882	03/01/2021
594918AY0	14050	Microsoft Corp		02/23/2015	10,000,000.00	9,872,400.00	10,003,814.92	1.850	1.821	499	02/12/2020
89236TEH4	17050	TOYOTA MOTOR CREDIT		01/23/2018	10,000,000.00	9,636,300.00	9,960,214.17	2.250	2.405	980	06/07/2021
89236TEY7	17074	TOYOTA MOTOR CREDIT		06/01/2018	10,000,000.00	9,897,100.00	9,988,349.86	3.100	3.127	1,668	04/26/2023
94986RYY1	15017	Wells Fargo & Co		09/25/2015	10,000,000.00	9,804,500.00	10,000,000.00	2.500	2.431	725	09/25/2020
		Subtotal and Average	84,651,011.75		80,000,000.00	78,583,700.00	79,657,119.30		2.330	805	
Collateralized CDs											
SYS18004	18004	Five Star Bank		08/23/2018	5,000,000.00	5,000,000.00	5,000,000.00	2.400	2.433	326	08/23/2019
SYS17069	17069	River City Bank		04/17/2018	6,000,000.00	6,000,000.00	6,000,000.00	1.500	1.521	198	04/17/2019
		Subtotal and Average	11,000,000.00		11,000,000.00	11,000,000.00	11,000,000.00		1.936	256	
Local Agency Bond											
SYS13019B	13019B	Ackerman School District		10/31/2013	39,984.90	39,984.90	39,984.90	2.300	2.299	30	10/31/2018
SYS16098	16098	Ackerman School District		04/03/2017	6,734,674.55	6,626,495.47	6,734,674.55	2.800	2.800	6,759	04/03/2037
SYS13072	13072	Mid Placer Public School Trans		06/13/2014	48,636.58	48,636.58	48,636.58	2.300	2.300	255	06/13/2019
SYS17042	17042	Mid Placer Public School Trans		12/21/2017	371,920.79	381,100.91	371,920.79	2.850	2.850	3,368	12/21/2027
16115	16115	Newcastle Elementary SD		06/30/2017	2,935,077.72	2,710,911.16	2,935,077.72	2.800	0.000	10,499	06/30/2047
SYS13069	13069	City of Rocklin Successor Agcy		05/01/2014	292,349.60	292,349.60	292,349.60	1.750	1.752	212	05/01/2019
		Subtotal and Average	10,422,644.14		10,422,644.14	10,099,478.62	10,422,644.14		1.980	7,451	
Local Agency Bonds											
SYS15022	15022	Middle Fork JPA		04/01/2015	75,703,199.75	75,981,227.32	75,703,199.75	3.471	3.519	6,392	04/01/2036
SYS17034	17034	Pioneer Community Energy		12/14/2017	14,730,000.00	16,580,220.57	14,730,000.00	2.650	2.687	1,704	06/01/2023
		Subtotal and Average	90,433,199.75		90,433,199.75	92,561,447.89	90,433,199.75		3.384	5,628	

General Fund
Portfolio Management
Portfolio Details - Investments
September 30, 2018

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Rolling Repurchase Agreements - 2											
SYS000SWEEP3	SWEEP3	WELLS FARGO BANK		03/01/2018	48,612,976.67	48,612,976.67	48,612,976.67	0.180	0.183	1	
		Subtotal and Average	38,738,640.66		48,612,976.67	48,612,976.67	48,612,976.67		0.183	1	
mPower Placer											
2016NR-A	2016NR-A	mPower Placer		08/04/2016	3,780,202.41	3,333,317.84	3,780,202.41	3.000	3.042	6,911	09/02/2037
2017 NR	2017 NR	mPower Placer		07/06/2017	2,255,417.37	1,967,582.81	2,255,417.37	3.000	3.042	7,276	09/02/2038
2017 R	2017 R	mPower Placer		07/06/2017	292,281.81	253,419.73	292,281.81	3.000	3.042	7,276	09/02/2038
2018 NR	2018 NR	mPower Placer		07/26/2018	46,344.27	46,344.27	46,344.27	4.500	4.563	7,641	09/02/2039
2018 R	2018 R	mPower Placer		07/12/2018	243,828.99	243,828.99	243,828.99	4.500	4.563	7,641	09/02/2039
2018 S -NR	18003	Pioneer Community Energy		08/09/2018	21,996.79	21,996.79	21,996.79	3.000	3.042	7,641	09/02/2039
2017 S NR	2017 S-NR	Pioneer Community Energy		09/28/2017	138,322.57	116,153.06	138,322.57	3.000	3.042	7,276	09/02/2038
2017 S-R	2017 S-R	Pioneer Community Energy		07/06/2017	5,062,966.96	4,420,122.05	5,062,966.96	3.000	3.042	7,276	09/02/2038
2018 S-R	2018 S-R	Pioneer Community Energy		07/12/2018	1,904,194.13	1,904,194.13	1,904,194.13	4.500	4.563	7,641	09/02/2039
2016S R-1	2016S R-1	Sierra Valley Energy Authority		01/26/2017	354,769.06	313,864.54	354,769.06	3.000	3.042	6,911	09/02/2037
		Subtotal and Average	13,858,555.88		14,100,324.36	12,620,824.21	14,100,324.36		3.278	7,226	
mPower - Folsom											
2016-IA3 #2	2016-IA3 #2	mPower Folsom		07/14/2016	329,668.35	327,435.51	329,668.35	1.250	1.267	6,911	09/02/2037
2017-IA3 #3	2017-IA3 #3	mPower Folsom		07/27/2017	250,455.96	212,583.76	250,455.96	1.250	1.267	7,276	09/02/2038
MFIA-2 NR	IA2-NR	mPower Folsom		08/06/2015	1,502,306.58	1,358,753.67	1,502,306.58	1.250	1.267	6,546	09/02/2036
MFIA-3	MFIA-3	mPower Folsom		09/01/2015	654,695.89	583,240.42	654,695.89	1.250	1.267	6,546	09/02/2036
MF R-1	MFR-1	mPower Folsom		09/01/2015	262,428.40	240,452.65	262,428.40	1.250	1.267	6,546	09/02/2036
		Subtotal and Average	3,015,528.37		2,999,555.18	2,722,466.01	2,999,555.18		1.267	6,647	
		Total and Average	1,294,666,823.30		1,283,107,010.49	1,256,065,801.63	1,282,609,555.37		2.009	1,483	

General Fund
Portfolio Management
Portfolio Details - Cash
September 30, 2018

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			11,999,875.41	11,999,875.41	11,999,875.41		0.000	1
Undeposited Receipts										
SYS00000VAULT	00000VAULT	PLACER COUNTY CASH			391,309.25	391,309.25	391,309.25		0.000	1
		Average Balance	0.00							1
		Total Cash and Investments	1,294,666,823.30		1,295,498,195.15	1,268,456,986.29	1,295,000,840.03		2.009	1,483

PLACER COUNTY 2018/19
Summary by Issuer
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Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
Apple Inc.	2	20,000,000.00	20,016,660.00	1.55	2.181	545
Ackerman School District	2	6,774,659.45	6,774,659.45	0.52	2.797	6,719
FEDERAL FARM CREDIT BANK	24	240,000,000.00	239,868,000.00	18.53	1.920	1,001
FEDERAL HOME LOAN BANK	19	190,000,000.00	189,886,100.00	14.67	1.853	1,032
FED HOME LOAN MORT CORP	33	340,000,000.00	339,925,000.00	26.26	2.104	1,201
FEDERAL NATIONAL MORT. ASSOC.	21	215,000,000.00	215,008,000.00	16.61	1.648	853
Five Star Bank	1	5,000,000.00	5,000,000.00	0.39	2.433	326
IBM CORP	1	10,000,000.00	9,784,600.00	0.76	2.095	592
Johnson & Johnson	1	10,000,000.00	9,778,500.00	0.76	2.400	882
Middle Fork JPA	1	75,703,199.75	75,703,199.75	5.85	3.519	6,392
Mid Placer Public School Trans	2	420,557.37	420,557.37	0.03	2.786	3,008
mPower Folsom	5	2,999,555.18	2,999,555.18	0.23	1.267	6,647
mPower Placer	8	12,383,388.29	12,430,722.29	0.96	3.609	6,745
Microsoft Corp	1	10,000,000.00	10,013,900.00	0.77	1.821	499
Newcastle Elementary SD	1	2,935,077.72	2,935,077.72	0.23	0.000	10,499
Public Finance Authority	1	4,772,998.95	4,868,456.89	0.38	4.894	7,305
Pioneer Community Energy	5	21,857,480.45	21,857,480.45	1.69	2.935	3,553
PLACER COUNTY CASH	2	12,391,184.66	11,999,675.41	0.93	0.000	1
River City Bank	1	6,000,000.00	6,000,000.00	0.46	1.521	198
City of Rocklin Successor Agcy	1	292,349.60	292,349.60	0.02	1.752	212
Sierra Valley Energy Authority	1	354,769.06	354,769.06	0.03	3.042	8,911
U.S TREASURY N/B	3	30,000,000.00	29,866,406.25	2.31	1.794	881
TOYOTA MOTOR CREDIT	2	20,000,000.00	19,937,500.00	1.54	2.767	1,324

Issuer		Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
Wells Fargo & Co		1	10,000,000.00	10,000,000.00	0.77	2.431	725
WELLS FARGO BANK		1	48,612,976.67	48,612,976.67	3.76	0.182	1
	Total and Average	140	1,295,498,195.15	1,294,334,346.09	100.00	1.990	1,469

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Ratification of Contract with TNT Fireworks and Western Placer Unified School District - Twelve Bridges Middle School Music Program

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

TBMS - ASB Fundraising

MEETING DATE:

February 5, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with TNT Fireworks and Western Placer Unified School District/Twelve Bridges Middle School (TBMS) for the 2019-20 school year as a fundraiser for the Music Program. The services provide TBMS with a 24 ft. fireworks stand at the Twelve Bridges & Lincoln Village location. The cost of services is $1,792.88 and will be paid with ASB Fundraising.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between TNT Fireworks and Western Placer Unified School District/Twelve Bridges Middle School

CONTRACT AGREEMENT TNT FIREWORKS®

Southern California:	555 N. Gilbert St., Fullerton, CA 92833	1-714/738-1002
→ Northern California:	8151 Power Ridge Rd., Sacramento, CA 95826	1-916/387-2626
Central California:	2945 S. Elm Ave., Fresno, CA 93706	1-559/252-5391
Las Vegas, Nevada:	720 W. Cheyenne Ave., Ste. 50, No. Las Vegas, NV 89030	1-705/453-7750

Date: 2/26/18 Program: TNT FIREWORKS Fire Waiver: 3.0 % Liability: 3.0 % Discount: 50 %

Account Name: WPUSD TWELVE BRIDGES MS MUSIC Account No: 2026723 Location No: CNM3265

Chair: NATHAN BROWN Location Name: LINCOLN VILLAGE @ TWELVE BRIDG

Address: 770 WESTVIEW DR * Address: 805 - 855 TWELVE BRIDGES ROAD

City, State, Zip: LINCOLN, CA 95648 Intersection:

E-Mail: nbrown@wpusd.k12.ca.us City, State, Zip: LINCOLN, CA

Telephone: (C) (W) (H)

Co-Chair: Sales Period: JULY 2019

Address: Sales Assoc.: Aaron Crawford Assoc. No.: 531

City, State, Zip: E-Mail:

Telephone: (C) (W) (H)

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

ESTIMATED EXPENSES:

ITEM DESCRIPTION	AMOUNT EACH		BILL TO ACCOUNT
ADVERTISING / COUPONS	1	0.00	40.00
24 Stand Service Fee	1	0.00	350.00
FIRE EXTINGUISHER RENTAL	2	0.00	49.00
SFM License	1	50.00	50.00
Location Rent	1	0.00	1200.00
Freight Charge	1	0.00	75.00
STAND SERVICE SALES TAX	1	28.88	28.88

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

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

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

BY SIGNING THIS CONTRACT ACCOUNT AGREES TO THE FOLLOWING:

1. Account will purchase their entire supply of (UNO336) Consumer Fireworks from AMERICAN for the selling season as specified. Account understands that retailing products from other suppliers will void the insurance coverage provided.
2. Account will protect the merchandise from damage (such as water damage) and theft for the time that it is in its possession. This is for Account's protection as it is responsible for merchandise from the time it is delivered until it is returned to AMERICAN and signed for. Account shall report any shortages within 24 hours.
3. Account shall abide by all state and local ordinances, laws and regulations governing the sale of fireworks and the operation of its stand.
4. Account will inventory and pack carefully all goods that are allowed to be returned for credit, and return them to AMERICAN no later than July 9th. **A Late Return Fee of $50.00** will be charged for any merchandise returned after July 9th.
5. *____(initial) **Account is responsible for obtaining a Sales Tax Permit where required, collecting and paying the required taxes. Account will also provide AMERICAN with the tax registration number prior to shipment of merchandise.**
6. *____(initial) **Account shall be soley responsible for the maintenance and appearance of the selling site throughout the selling period and shall remove all litter and possessions prior to the end of selling season. Failure to comply with this provision could result in Account being charged a removal fee of $200.00 and possibly the loss of any bond from the local authority.**
7. Account shall be responsible for performing under any performance bond posted by AMERICAN for Account as required by local authority.
8. *____(initial) Account shall pay the full invoice amount covering the initial order to **AMERICAN no later than July 5th. A LATE PAYMENT FEE OF 2% OF THE OUTSTANDING BALANCE WILL BE CHARGED IF ACCOUNT HAS NOT BEEN PAID THE INITIAL INVOICE BY JULY 5th. The balance owing to AMERICA is due within 10 days of date of statement. If a balance due from Account is placed in the hands of an attorney for collection, reasonable attorney fees and court cost will be added to the balance due.**
9. This contract is contingent upon Account having all past due balances in good standing by August 15th of the year preceding the sales period.
10. Account shall pay AMERICAN all city/county filing fees and full location rental fee if Account fails to perform under this contract, in addition to any other expenses AMERICAN may recover.
11. *____(initial) This contract is the entire agreement between AMERICAN and Account supersedes any verbal agreements. Any modifications of this contract must be in writing and signed by AMERICAN and Account.

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

Aaron Crawford	1/22/19		1/28/19
AMERICAN Sales Associate	Date	Authorized Agent for Account	Date
Cathy Castellano		Audrey Kilpatrick	
AMERICAN Home Office Rep.	Date	Authorized Agent for Account - Please Print Name	

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

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

CERTIFICATE OF LIABILITY INSURANCE

11/1/2019

DATE (MM/DD/YYYY) 11/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Everest Indemnity Insurance Company — 10851
INSURED 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. 555 North Gilbert Avenue Fullerton CA 92833	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 14031875 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	N	SI8GL00242-181	11/1/2018	11/1/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			NOT APPLICABLE			PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX

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

Additional Insured: The property located at 805-855 Twelve Bridges Road, Lincoln, CA 95648 (Loc# CNM3265). WPUSD Music Program / Twelve Bridges Middle School and/or agents, employees or volunteers / Western Placer Unified School District / Lincoln Fire Department / City of Lincoln and/or volunteers / The above listed are Additional Insured with respect to the General Liability Policy as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

14031875
Western Placer Unified School District
600 Sixth Street #600
Lincoln CA 95648

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Western Placer Unified School District 600 Sixth Street Suite 400 Lincoln, CA 95948

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

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 INTELLIVOL and Western Placer Unified School District – Lincoln High School

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

LHS ASB Funds

MEETING DATE:

February 5, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with INTELLIVOL and Lincoln High School's National Honor Society. The contract is for the annual subscription to the INTELLIVOL system, which is a tracking and reporting platform for student service hours used by private and public schools and districts nationwide to customize service goals, centralize service hours, and provide diverse service opportunities. The cost of the annual subscription is $250 per year. The initial start-up fee and annual support fee is waived. This is a twelve month contract with an automatic renewal unless terminated within 60 days of the end of the annual subscription by either party.

RECOMMENDATION:

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

ANNUAL SUBSCRIPTION AGREEMENT – SPECIAL OFFER FOR NHS CHAPTERS

This Subscription Agreement ("Agreement") dated as of the 24th of January, 2019 (the "Effective Date") is entered into by and between Five For A Dollar, Inc., a Texas LLC, d/b/a/ **intelliVOL**. ("INTELLIVOL"), having a principle place of business in Coppell, Texas, and Lincoln High School having a principal place of business in Lincoln, CA ("Subscriber"). Each Party may be separately referred to as a "Party" or jointly as the "Parties" and specifically for use by one high school.

RECITALS

WHEREAS, INTELLIVOL has developed a proprietary volunteer management methodology, software, and system and offers access to and licensed use of the methodology, software, and system on a subscription basis; and

WHEREAS Subscriber desires to obtain a subscription and license to use the INTELLIVOL volunteer management methodology, software, and system;

NOW, THEREFORE, in consideration of the promises and covenants and other good, valuable and mutual consideration provided herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

TERMS AND CONDITIONS

1. Definitions

1.1. "Subscriber" means the above-identified entity, including any employees, agents, affiliates, or other representatives of the above-identified entity. A typical Subscriber is a school.

1.2. "INTELLIVOL Website" means the Internet website operated by INTELLIVOL at www.x2vol.com [or at another website address subsequently provided by INTELLIVOL to Subscriber in a written communication] and is the website through which Subscriber and End Users access the INTELLIVOL Services and the X2VOL Product.

1.3. "Restricted Area" means that portion of the INTELLIVOL Website an End User must be registered to access. The INTELLIVOL Services are available in the Restricted Area.

1.4. "INTELLIVOL Services" means the volunteer management services provided by INTELLIVOL to Subscriber and Subscriber-Associated End Users who are Registered Users during the Term of this Agreement. The INTELLIVOL Services are limited to the features and functionality available at the INTELLIVOL Website at any time during the Term of this Agreement, those features and functionality being determined at the sole diseretion of INTELLIVOL.

1.5. "X2VOL Product" refers collectively to the INTELLIVOL Website, INTELLIVOL Software, and INTELLIVOL Services available at the INTELLIVOL Website.

1.6. "INTELLIVOL Software" means an Internet-based software application used by INTELLIVOL to provide the INTELLIVOL Services. End Users interact with the INTELLIVOL Software when interacting with the INTELLIVOL Website.

1.7. "End User" means an individual that is to access the INTELLIVOL Website for accessing the INTELLIVOL Services and who must first complete the registration process at the INTELLIVOL Website to be authorized to access the Restricted Area.

1.8. "Subscriber-Associated End User(s)" means those End Users authorized by Subscriber to associate themselves with Subscriber for purposes of using the X2VOL Product. Typical Subscriber-Associated End Users include school counselors, students enrolled with Subscriber, and other appropriate End Users.

1.9. "Registered End User" means an End User who has completed the registration process at the INTELLIVOL Website, including accepting INTELLIVOL's standard terms and conditions available at the INTELLIVOL Website.

1.10. "End User Information" means information provided by or generated about End Users during interaction with the X2VOL Product. Typical End User Information may include name, contact information, username, password, gender, interests, matching volunteer opportunities, selected volunteer opportunities, performed volunteer opportunities, and other information.

1.11. "INTELLIVOL Intellectual Property" means any intellectual property both tangible and intangible which is now owned or hereafter aequired by INTELLIVOL in any manner including without limitation: inventions, whether patentable or not; patents and/or patent applications filed, issued and/or pending in any countries; proprietary information; copyrights in software, documentation, website pages, and other recorded information, whether the copyrights are registered or not; trademarks, service marks and trade names, whether registered or not; and trade secrets including without limitation software, algorithms, methods, advertising strategies and/or plans, marketing information, and any other information known to INTELLIVOL which is not publicly known and which gives INTELLIVOL any advantage in its businesses or operations.

2. Provision of Services

2.1. Providing Services. INTELLIVOL will provide to the Subscriber the INTELLIVOL Services. Subscriber and INTELLIVOL agree to cooperate in good faith to achieve provision of the Services. INTELLIVOL agrees to provide access to the INTELLIVOL Services (or portion thereof) at the INTELLIVOL Website to allow Subscriber-Associated End Users who are Registered End Users to aceess the relevant INTELLIVOL Services.

2.2. Access by Subscriber-Associated End Users. Access to the INTELLIVOL Website shall be subject to INTELLIVOL's standard terms and conditions, which are posted on the INTELLIVOL Website and are amended from time to time. Subscriber agrees that it will be bound by the standard terms and conditions, including those terms and conditions that change from time to time. Subscriber agrees that it will be responsible for all conduct of any employee or agent of Subscriber that accesses any Restricted Area, whether such conduct has been authorized by Subscriber or not.

2.3. End User Registration. Each End User will be required to register with the INTELLIVOL Website before being granted access to the Restricted Area, and thereby the INTELLIVOL Services. During the registration process, each End User will be required to accept the INTELLIVOL's standard terms and conditions. Failure to accept INTELLIVOL's standard terms of service will result in a rejected registration for the End User, and the End User will have no access to the Restricted Area, and thereby no access to the INTELLIVOL Services. INTELLIVOL shall have no responsibility for an End User's decision to reject INTELLIVOL's standard terms and conditions or the consequences resulting from that decision, either to the End User or Subscriber.

2.4. INTELLIVOL will not provide Subscriber any software, firmware, or hardware for aecessing the INTELLIVOL Website beyond what is available at the INTELLIVOL Website. Subscriber and/or the End Users are responsible for obtaining and maintaining the minimum necessary equipment (hardware, firmware, and/or software) for accessing and using the X2VOL Product through the website interface of the INTELLIVOL Website. Typical equipment

includes a computer with a browser and an Internet connection.

2.5. Subscriber takes full responsibility for approving/validating any volunteer hours reported by a Subscriber-Associated End User. INTELLIVOL shall have no responsibility for compliance with any laws or other rules or regulations related to which volunteer hours qualify for school credit or are otherwise approved by the school or appropriate governing entity or authority. Subscriber agrees to comply with all applicable federal, state and municipal statutes, ordinances, laws, rules and regulations governing the schools and/or minors.

2.6. End User Control of End User Information. It shall be solely within each End User's discretion whether to share End User Information with Subscriber or any third party in a manner that can be used to identify the End User. INTELLIVOL shall have no obligation to provide to Subscriber any End User Information without the consent of the End User.

2.7. INTELLIVOL has no responsibility or liability for discrepancies in volunteer hours reported by an End User, confirmation or validation of volunteer hours reported by an End User, an End User's conduct while performing a volunteer opportunity, or an End User's failure to perform a volunteer opportunity.

2.8. INTELLIVOL has no responsibility or liability for validation of any volunteer organizations offering volunteer opportunities through the X2VOL Product, the behavior of such volunteer organizations, or the quality of the volunteer opportunity.

2.9. INTELLIVOL has the right to modify the X2VOL Product, including the appearance, operation, and any other features, at any time and at INTELLIVOL's sole discretion.

3. Subscriber Use of the INTELLIVOL Website

3.1. License Grants to Subscriber. Subject to the terms of this Agreement and for the Term of this Agreement only, INTELLIVOL grants to Subscriber and the Subscriber-Associated End Users who are Registered Users (solely within the scope of their association with Subscriber), a revocable, world-wide, non-exclusive, non-transferable license, without the right to sublicense, to access and use the X2VOL Product (including the Restricted Area), in executable form only and solely for Subscriber's internal purposes. In no event will Subscriber or any End User obtain any right to use the X2VOL Product, or portion thereof, for purposes of operating a service bureau, acting as an application service provider, providing volunteer management services to third parties, etc. The X2VOL Product contains INTELLIVOL Intellectual Property and any unauthorized use of thereof may violated intellectual property laws. Except as expressly set forth herein, Subscriber and End Users do not obtain any rights (by implication, estoppel, waiver, or otherwise) under any INTELLIVOL Intellectual Property rights. Notwithstanding the foregoing, no End User shall obtain any license rights under this section unless such End User has agreed to be bound by the standard terms and conditions posted on the INTELLIVOL Website.

3.2. Usage Limits. Subscriber agrees that neither Subscriber nor any Subscriber-Associated End User obtains any rights to use the X2VOL Product for any purpose other than the intended purpose. INTELLIVOL reserves the right to revoke the rights of the Subscriber or any Subscriber-Associated End User to view, download, retrieve, access, store, and print information available through the INTELLIVOL Website and Subscriber agrees that it will discontinue or cause to be discontinued the same immediately upon written notice from INTELLIVOL. Subscriber and Subscriber-Associated End Users may not modify, reproduce, or otherwise use any materials available through the INTELLIVOL Website for any purpose other than for the intended use thereof. Subscriber agrees that it will cease use of and cease attempting to access the Restricted Area of the INTELLIVOL Website upon termination of this Agreement.

3.3. Proprietary Markings. Subscriber agrees that it will not remove any copyright or other proprietary notices contained in the X2VOL Product or other materials provided by INTELLIVOL.

3.4. Further Limitations on Use. Subscriber agrees that it shall not, shall not allow or encourage others to, and obtains no rights hereunder to reverse engineer, decompile, translate, disassemble, or otherwise attempt to discover the X2VOL Product (including without limitation the source code), in whole or in part, in any manner whatsoever for any purpose. Subscriber agrees that it will not study the operation of the X2VOL Product in order to develop a competing system or a system that operates with the X2VOL Product, and Subscriber breaching this provision agrees to assign all intellectual property rights in any competing system to INTELLIVOL.

3.5. Security. Subscriber not to take any steps to avoid, study, or defeat the purpose of security measures associated with the X2VOL Product. Subscriber agrees that it will not access data not intended to be accessed by it or log into an account which it is not allowed to access. Subscriber agrees that it will not attempt to interfere with INTELLIVOL Service to any End User, the X2VOL Product, or any portion thereof including without limitation via means of submitting a virus, overloading, flooding, spamming, mailbombing, crashing, etc. Subscriber agrees not to delete any data associated with the INTELLIVOL Website without authorization. Subscriber expressly acknowledges that security risks are an inherent risk of doing business on the Internet. In particular, third parties may unlawfully intercept or access private communications of yours or the INTELLIVOL Website. Although INTELLIVOL takes measures to secure the X2VOL Product, you acknowledge that INTELLIVOL does not warrant or represent that information communicated to or from the X2VOL Product will be free from tampering, interception, interference, or destruction by third parties.

4. Fees, Taxes, and Invoices

4.1. Fees/Invoices. Subscriber shall pay INTELLIVOL the yearly amount of $250 for use by the NJHS Chapter only for subscription to the INTELLIVOL Services (the "Fee"). The initial setup fee of $349 is waived. The annual support fee of $99 is waived as part of this special offer. INTELLIVOL will invoice Subscriber at the address set forth in the notice provision herein. Fees for services are payable when the invoice is mailed to the Subscriber, and shall be past due if they remain unpaid fifteen (15) days after they become payable. Any amounts past due more than fifteen days will bear interest, which Subscriber agrees to pay to INTELLIVOL, at a rate of interest equal to the lesser of (i) the prime rate established from time to time by Citibank of New York plus two percent, or (h) the maximum rate of interest allowed by applicable law. Subscriber agrees to pay INTELLIVOL the Fee at the address provided for INTELLIVOL under the notices provision herein. All fees include online set-up, online training and online support.

4.2. Taxes. The Fee payable to INTELLIVOL is exclusive of any sales or use or other taxes or governmental charges. Subscriber shall be responsible for payment of all such taxes or charges, except for any taxes based solely on INTELLIVOL's net income.

4.3. Suspension of Service. Should any payments due to INTELLIVOL under this Agreement fall past due according to the above paragraph, INTELLIVOL may at its sole option and on written notice to Subscriber at the address provided at the notice provision below, suspend the use of the INTELLIVOL Services, including suspending access by Subscriber and/or the Subscriber-Associated End Users, until such time the past due payments are paid and the Subscriber's obligations to make payments are current.

5. Intellectual Property Rights/Ownership

5.1. Title and Ownership. It is expressly agreed that INTELLIVOL Intellectual Property including all intellectual property rights in the X2VOL Product, all INTELLIVOL provided documentation, manuals, CD-ROMs, diskettes, files website pages, source code, object codes, executable code, databases and the like provided to or otherwise accessed by Subscriber or the End Users under this Agreement shall be and remain the property of INTELLIVOL during the Term of this Agreement and thereafter. No title transfer to Subscriber or any End User is effected by this Agreement. Subscriber's and End Users' rights to use the X2VOL Product during the Term of this Agreement is limited to the license granted under this Agreement, and the Subscriber and End Users will have no other ownership and/or use rights in the same. Upon termination of this Agreement, all copies of documentation, software, files and other materials such as manuals, diskettes, CD-ROMs and the like provided by INTELLIVOL to Subscriber under this Agreement are to be returned to INTELLIVOL at Subscriber's sole expense.

5.2. Improvements and Modifications. Subscriber acknowledges that it may gain a deeper understanding of the X2VOL Product, including the INTELLIVOL Services, the INTELLIVOL Website, and the INTELLIVOL Software, while this Agreement is in effect. To the extent that Subscriber, its employees, or agents, develops any patentable improvement to the X2VOL Product during the term hereof, Subscriber agrees to assign and hereby does assign all right title and interest in and to such invention to INTELLIVOL, including without limitation the right to seek patents (and foreign equivalents) thereon. Other than the license expressly granted hereunder, Subscriber obtains no right or license of any kind (whether implied or by exhaustion) to use the X2VOL Product. Subscriber agrees that all intellectual property rights in any modifications and/or improvements made to the X2VOL Product, which are made by INTELLIVOL during the Term of this Agreement, even if such improvements or modifications are suggested by Subscriber or its employees or agents or are made at Subscribers' expense, become and are the sole property of INTELLIVOL and may be used by INTELLIVOL for any purpose whatsoever. Subscriber agrees to assign and hereby does assign to INTELLIVOL its rights in the same. Subscriber further agrees that, if requested in writing by INTELLIVOL, Subscriber shall cooperate with and assist INTELLIVOL in perfecting its title and ownership in the improvements and modifications.

5.3. Trademarks and Domain Names. Subscriber shall not use a trademark, service mark, trade name, Uniform Resource Locator or domain name of INTELLIVOL without express written consent; except that Subscriber and End Users are hereby authorized by INTELLIVOL to access the INTELLIVOL Website and to use links and bookmarks on their own systems to enhance access to the INTELLIVOL Website.

5.4. Right to Perform Services For Others. Subscriber expressly acknowledges that INTELLIVOL has an existing business using the X2VOL Product, and that INTELLIVOL intends to continue in providing the INTELLIVOL Services to other subscribers, during the Term of this Agreement and thereafter. Subscriber agrees that INTELLIVOL may provide services identical to or similar in nature to the INTELLIVOL Services for any third parties both during and after the Term of this Agreement. Subscriber further agrees that nothing in this Agreement will impair INTELLIVOL's right to acquire, license, market, distribute, develop for itself or others or have others develop for INTELLIVOL similar software technology, performing the same or similar functions as are used by Subscriber hereunder.

6. Confidentiality

6.1. Definition of Confidential Information. Confidential Information of Subscriber means all information provided by Subscriber to INTELLIVOL in writing, whether provided before or after the date of this agreement that is marked by Subscriber as confidential. Confidential Information of INTELLIVOL shall include all information concerning the X2VOL Product, and any information provided in writing, whether provided before or after the date of this agreement that is marked by INTELLIVOL as confidential. Confidential Information of either Party shall also include information generated by the Party receiving the information or by its representatives that contains, reflects, or is derived from the furnished information. Notwithstanding the foregoing, Confidential Information shall not include information which (i) is known or becomes known to the receiving Party through no unauthorized act by the receiving Party or by any third party, (ii) is independently developed by the receiving Party without use of either the information provided by the disclosing Party or any information received through an unauthorized act of the receiving Party or any third party, provided that such independent development can be clearly documented and verified by clear and convincing evidence, or (iii) is generally available to the public.

6.2. Duty as to Confidential Information. Each Party agrees that, with respect to the other Party's Confidential Information, it will keep the Confidential Information confidential and that the Confidential Information will not, without the prior written consent of the disclosing Party be disclosed by the receiving Party or by its officers, directors, partners, employees, affiliates, agents, or representatives (collectively "representatives") in any manner whatsoever, in whole or in part to any third party. The receiving Party also agrees that the Confidential Information shall not be used nor copied by the receiving Party or by its representatives other than in connection with this Agreement and shall not at any time incorporate any or all of the Confidential Information into any other work or product unrelated to this Agreement. The receiving Party of Confidential Information will take commercially reasonable precautions to prevent use or disclosure of the Confidential Information in violation of this Agreement.

7. Ownership/Use of Data

7.1. Data Storage and Use. INTELLIVOL will retain data related to the use by Subscriber and the Subscriber-Associated End Users of the X2VOL Product in accordance with its standard procedures. If Subscriber would like special data retention, then it is Subscriber's responsibility to negotiate with INTELLIVOL for the same, and such special data retention may incur fees in addition to the Fee described herein. Subscriber agrees that INTELLIVOL is permitted to use data generated with respect to Subscriber's and Subscriber-Associated End Users' permitted use of the X2VOL Product in aggregate form for its own commercial and statistical purposes. INTELLIVOL agrees that the identity of End Users, including names and addresses, included in such data will not intentionally be disclosed to third parties without the prior written consent of the corresponding End User. Subscriber agrees that INTELLIVOL shall have no liability for any loss of data for any reason. Upon termination of this Agreement, INTELLIVOL shall have the right to destroy all remaining data of Subscriber and the Subscriber-Associated End Users but shall not have the obligation to do so and will continue to be able to use such data for its own commercial and statistical purpose.

8. Representations and Warranties/Disclaimers

8.1. Representation of Authority. Each Party represents and warrants that it has the right and authority to enter into this Agreement. The undersigned represent that they are duly authorized to sign this Agreement on behalf of the Parties.

8.2. Warranty. Subscriber acknowledges and understands that the operations of any website and INTELLIVOL's ability to provide the INTELLIVOL Services involve functions outside the control of INTELLIVOL, including third-party software and transmission

services that INTELLIVOL cannot represent or warrant to be uninterrupted or error-free.

8.3. Warranty of Subscriber. Subscriber warrants that it will not take any action in its use of any of the X2VOL Product that constitutes an infringement of the intellectual property rights of any third party.

8.4. INTELLIVOL does not warrant that the X2VOL Product shall meet all of Subscriber's requirements, or that the use of the X2VOL Product will be uninterrupted or error-free. Except as otherwise provided for in this Agreement, the X2VOL Product and related services are provided on an "as is, as available" basis without any representations, warranties, guarantees, or conditions whatsoever, including, without limitation, any representation, warranty, guarantee, or condition concerning the operation of the X2VOL Product or related services. Subscriber shall be solely responsible for the consequences of its use of the X2VOL Product and any related services.

8.5. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, INTELLIVOL MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE INTELLIVOL WEBSITE, THE INTELLIVOL SERVICES, AND/OR THE INTELLIVOL SOFTWARE. SUBSCRIBER ACKNOWLEDGES THAT INTELLIVOL DOES NOT WARRANT THAT ACCESS TO THE INTELLIVOL WEBSITE WILL BE UNINTERRUPTED, WITHOUT DEFECT AND ERROR, ABSOLUTELY SECURE, AND/OR FREE OF VIRUSES.

8.6. Limitations on Liability and Damages. IN NO EVENT SHALL INTELLIVOL BE LIABLE TO THE SUBSCRIBER FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF PROFITS, REVENUE OR DATA, LOST BUSINESS OPPORTUNITIES, INTERRUPTION OF BUSINESS, OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED, ARISING OUT OF THIS AGREEMENT AND/OR THE INTELLIVOL SERVICES, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INTELLIVOL'S TOTAL LIABILITY TO SUBSCRIBER, IF ANY, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY SUBSCRIBER HEREUNDER, EVEN IF MULTIPLE CLAIMS ARE MADE.

9. Indemnity

9.1. Indemnity by Subscriber. Subscriber agrees to indemnify, defend, and hold harmless INTELLIVOL and its subsidiaries, affiliates, officers, directors, partners, employees, and agents from and against any and all third party claims, actions, disputes, and suits, and will pay all resulting losses liabilities, expenses, damages, costs, and expenses, including reasonable attorneys fees, that (a) are attributable to any acts or omissions of Subscriber that result in any intellectual property claim against INTELLIVOL or its subsidiaries, affiliates, officers, directors, partners, employees, and agents, (b) that arise from any act of any Subscriber-Associated End User or any other employee or agent of Subscriber while using or otherwise accessing the X2VOL Product, or (c) that arise from the breach by the Subscriber of its obligations under this Agreement.

9.2. Procedure. If INTELLIVOL seeks indemnification under this Agreement, INTELLIVOL will notify the Subscriber in writing of any such claim, give the Subscriber the opportunity to direct the investigation, defense and settlement of such claim, and cooperate with the Subscriber in defending or settling such claim, provided that INTELLIVOL shall have the right to approve any settlement in its sole discretion. Notwithstanding the obligations of the Subscriber to defend INTELLIVOL under the above paragraph, INTELLIVOL shall also have the right under this provision to be represented by separate counsel of its own choosing at its own expense.

10. Term/Termination

10.1. Terms. The Initial Term of this Agreement shall be for twelve months from the Effective Date and shall automatically renew on each yearly anniversary of the Effective Date for an additional Renewal Term of one year. A Renewal Term shall not become effective in the event that either Party issues notice to the other of its intent not to renew this Agreement within sixty (60) days prior to the yearly anniversary of the Effective Date.

10.2. Termination. This Agreement may be terminated by either Party upon thirty (30) days' prior written notice if the other Party materially breaches or fails to perform any material term hereof and the breaching Party fails to cure such breach within the 30-day period. A failure to make a payment due under this Agreement is a material breach. The Parties further agree that this Agreement may be terminated by mutual consent of the Parties expressed in writing. The Subscription Fee will not be refunded in the event of termination.

10.3. Survival. Each Party's rights and obligations under Sections 1.1-1.11, 3.2-3.4, 5.1-5.4, 6.1-6.2, 7.1, 8.5-8.6, 9.1-9.2, 11.1, 11.4-11.6, and 11.12 shall survive termination or expiration of the Agreement. Upon termination of this Agreement, the license granted to Subscriber herein immediately terminates and Subscriber agrees to immediately cease use of the Restricted Portion of INTELLIVOL's Website.

11. Miscellaneous

11.1. Relationship of the Parties. The Parties are independent contractors. Neither Party shall be deemed to be an employee, agent, partner, joint venturer, or legal representative of the other Party for any purpose and neither Party shall have any right, power, or authority to create any obligation or responsibility on behalf of the other Party.

11.2. Force Majeure. Each Party will be excused from performance under this agreement, except for any outstanding payment obligations, for any period and to the extent that it is prevented from performing in whole or in part, as a result of any act of God, earthquake, labor dispute, communication line failures, power failures, or other cause beyond its reasonable control.

11.3. Assignment. Neither Party may assign this Agreement, or any of their respective rights and obligations under this Agreement, without the prior written consent of the other Party, which such consent will not be unreasonably withheld. It is agreed that a merger of Subscriber with another entity, an acquisition of Subscriber by another entity, a consolidation of Subscriber with other entities to form an entity, and any other event which effects a change in control of Subscriber shall be deemed an assignment under this paragraph. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, and their respective successors and permitted assigns. Any attempted or purported assignment without the required consent will be void. Notwithstanding the foregoing, INTELLIVOL may assign this Agreement to any entity that acquires all or substantially all of INTELLIVOL's assets and who agrees to be bound by the provisions of this Agreement.

11.4. Choice of Law. THE VALIDITY, CONSTRUCTION, PERFORMANCE, AND ALL MATTERS RELATING TO THE EFFECT OF THIS AGREEMENT AND ANY AMENDMENTS HERETO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES THAT MAY REQUIRE APPLICATION OF THE LAW OF A DIFFERENT JURISDICTION.

11.5. Choice of Forum. THE PARTIES (A) AGREE THAT THE COURTS SITTING IN DALLAS, TEXAS SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY ACTIONS ARISING OUT OF OR RELATED TO OR IN CONNECTION WITH THIS AGREEMENT AND THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR ANY OTHER FORM OF ACTION ("RELATED ACTION"), (B) AGREE TO INITIATE ANY SUCH RELATED ACTION AGAINST THE OTHER PARTY ONLY IN SUCH COURTS, (C) AGREE THAT THEY SHALL NOT RAISE ANY DEFENSE TO THE LAWFUL JURISDICTION OF SUCH COURTS, AND (D) AGREE THAT THEY SHALL NOT ATTEMPT TO REMOVE ANY ACTION TO ANY OTHER COURT, WHETHER LOCAL, STATE OR FEDERAL COURTS OF THE UNITED STATES OR THE COURTS OF ANY OTHER COUNTRY.

11.6. Waivers and Amendments. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement will operate as a waiver of any such right, power or remedy. No waiver of any provision of this Agreement will be effective unless in writing and signed by both Parties. No waiver by either Party of any provision of this Agreement will be construed as a waiver of any other provision of this Agreement, and no such waiver will operate or be construed as a waiver of such provision respecting any future event or circumstance. No modification/amendment of any provision of this Agreement will be effective unless made in writing and signed by both Parties. No addenda to this Agreement with respect to any changes in the terms hereof will be deemed effective unless it is subsequently dated in writing and signed on behalf of both Parties by their duly authorized representatives.

11.7. Judicial Modification. Subscriber agrees that if a court of competent jurisdiction determines that the length of time or any other restriction, or portion thereof, set forth in this Agreement is overly restrictive and unenforceable, the court may reduce or modify such restrictions to those which it deems reasonable and enforceable under the circumstances.

11.8. Complete Agreement. This Agreement constitutes the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, and understandings between the Parties, both oral and written.

11.9. Severability. If any provision of this Agreement shall be held void, voidable, invalid, or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid, or inoperative provision had not been contained herein.

11.10. Cumulative Remedies. Except as otherwise provided in this Agreement, all rights and remedies herein or otherwise shall be cumulative and none of them shall limit any other rights or remedies.

11.11. Headings. The headings in this Agreement are for convenience and shall not be used in interpreting this Agreement.

11.12. Construction. Each Party has had the opportunity to receive independent legal advice from its attorney with respect to this Agreement. No provision in this Agreement shall be construed against the drafter of such provisions.

11.13. Confidentiality of Agreement. The terms of this Agreement are INTELLIVOL's Confidential Information and Subscriber shall not disclose any of the terms hereof without the prior written consent of INTELLIVOL, provided that Subscriber may disclose that they have entered into this Agreement and disclose the purpose for doing so.

11.14. Notice. Any notice required to be given hereunder shall be deemed given if in writing and sent by confirmed facsimile transmission or personally delivered, or actually deposited in the United States mail in registered or certified form (except for invoices which may be sent by regular mail), return receipt requested, postage prepaid, and addressed to the notified Party at the address as set forth below or as changed by either Party upon written notice to that effect to the other Party:

If to INTELLIVOL:

intelliVOL
P.O. Box 613
Coppell, Texas 75019
Attention: D. Michele Pitman, President and CEO
Phone: (214) 669- 2083
Email: mpitman@intelliVOL.com

If to Subscriber:

Lincoln High School CEEB 051405
790 J Street, Lincoln, CA 95648
Marilou Edwards, NHS
medwards@wpusd.org 916.645.6360

IN WITNESS HEREOF, the duly authorized representatives of the Parties have executed this Agreement on their behalf where indicated below:

INTELLIVOL, LLC.:

_____
Signature of Authorized Representative

D. Michele Pitman
Name of Authorized Representative

President and CEO
Title of Authorized Representative

_____
Date of Execution

Subscriber: Lincoln High School

_____
Signature of Authorized Representative

Andrew Kapatrick
Name of Authorized Representative

Asst Supt of Business Svs and Operations
Title of Authorized Representative

1/25/19
Date of Execution

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:
Out of State Travel for Professional Development
- Prepárate: Educating Latinos for the Future of America-Conference 2019 in San Antonio, TX

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Kerry Callahan
Assistant Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
LHS Supplemental

MEETING DATE:
February 5, 2019

ROLL CALL REQUIRED:
No

BACKGROUND:

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

During the 2018-2019 school year, to support the professional development goals of our ELAC, AVID, ELD and Spanish for Native Speakers, Felicitas Gonzalez, Spanish Teacher at LHS will attend the Prepárate: Educating Latinos for the Future of America-Conference 2019. This conference will be extremely helpful in promoting success for our Latino Student population at LHS so that we are better equipped to prepare them for college and careers. The conference will be held on April 9-10, 2019 in San Antonio, TX. The approximate cost for the conference s will be $1350.00. Attached is the Prepárate: Educating Latinos for the Future of America conference schedule for review.

The conference, if approved, will be funded with LHS Supplemental.

RECOMMENDATION:

Administration recommends Board approval for this out of state travel request for the Prepárate: Educating Latinos for the Future of America-Conference 2019.

April 9–10, 2019 | San Antonio, TX

2019 Program

Keep visiting the program page for regular program updates.

Day 1 Day 2 Day 3

All Filter

DAY 1 MONDAY, APRIL 8, 2019

3–5 p.m.	Registration Open

DAY 2 TUESDAY, APRIL 9, 2019

7:30 a.m.–5 p.m.	Registration Open
8–8:45 a.m.	Breakfast
8 a.m.–5 p.m.	Networking Center Open
8:45–9:45 a.m.	Opening Plenary

10–11 a.m.

Concurrent Sessions

A Call to Action: Improving College Readiness for Latino Students

This session presents new analyses of SAT and PSAT-related assessments and best practices to improve outcomes, followed by Q&A.

Best Practices for Creating a College and Career Culture

This session offers an overview of several concepts and best practices including the Harkness table method, grit and growth mindset, self-inquiry, and college and career exploration.

College Access Through Parent University

Learn how one district uses family engagement to teach parents about college readiness and college access.

Connecting Latino Students to Scholarships

Representatives from the Hispanic Scholarship Fund, TheDream.US, and Jack Kent Cooke Foundation will outline their partnership with the College Board.

Noche Universitaria: Navigating the College Process in Spanish

A review of some unique considerations for Spanish-speaking families and ways to support them through all aspects of the college process.

Raising Expectations: SAT Suite of Assessments for All Students

Latino superintendents of Texas school districts will share how the SAT Suite of Assessments has increased college readiness and success.

Teaching in Today's Political Climate: Educating, Caring, and Resisting

An Academic Dean and her students will share resources to support undocumented students (socially, emotionally, and academically) and resist xenophobic threats in today's political climate.

10–11 a.m.

Roundtable Sessions

Latinx Students at Predominantly White Institutions

Join this roundtable discussion to share and explore how to welcome Latinx students and their families to your campus community.

11:15 a.m.–12:15 p.m. **Concurrent Sessions**

All In On AP Computer Science Principles: ¡Sí, lo hicimos!

In this session we'll share how Antelope Valley Union High School District grew its AP Computer Science Principles course and the impact it has had on our Latino students.

Apoyando El Sueño: Success for Latino College Students

This session will describe how we work to recruit, retain, and graduate Latino students at the University at Albany, SUNY.

Creating Pathways to Latino Leadership in Higher Education

This session will explore how institutions can foster more Latino participation in senior-level higher education administration.

Engaging Athletic Coaches in College Planning and Preparation

Learn about a College Board partnership to mobilize coaches in service of college planning and preparation.

Equity for Latinx Students through Educational Autobiographies

Learn how educational autobiographies empower Latinx students to advocate for their education, discuss systems of oppression, and build community.

Long-Term English Learners Can Excel!

Attend this session to learn how Los Angeles Unified School District is helping long-term English learners excel.

Strategies for School Counselors to Better Support Undocumented Students

Supporting undocumented students and families is a critical issue for school counselors across the country; this session explores the topic in the context of school counselors' work experiences.

"Lo Barato Sale Caro": Changing the Narrative Around College Costs

Inspired by el dicho "lo barato sale caro," we taught families to see college costs as long-term investments instead of short-term threats.

1:30–2:30 p.m. **Plenary**

2:45–3:45 p.m. **Concurrent Sessions**

Adelante: Strategies to Increase Latino College Applications in One Year

District representatives and college partners will share a strategic advising plan and best practices to increase college applications and acceptances.

Building a Successful Pre-AP Program

Join us to learn about the College Board's newly launched Pre-AP Program and hear from partner schools about their successful implementations.

Colegio a Carrera: Peer Mentoring Dreamers for Career Engagement

Trying to connect Dreamers or first-generation students to career development? Learn how a peer mentoring program addresses this need.

Connecting Latinos and Undocumented Students to ESL and Support Networks

The session will show how the City University of New York Welcome Center connects Latinos to ESL programs and resources for undocumented students.

Ethnic Studies Innovation: Initiating Culturally Relevant Pedagogy

Learn strategies to initiate Ethnic Studies with all stakeholders to engage and validate student self-discovery and cultural proficiency.

P-20 Initiatives on a Budget

Find ways to build partnerships and increase college access without increasing the budget.

Social Anchoring for Academic Success

This session will focus on high-impact academic programs for Hispanic students.

Navigating Financial Aid in the Admission and Recruitment Process

Navigating Financial Aid in the Admission and Recruitment Process

4–5 p.m. **Concurrent Sessions**

DREAM Zone Network

The DREAM Zone network was established to educate our campus community and connect our undocumented students to on- and off-campus resources.

Establishing and Scaling Early College High School for Latinos

The early college expansion at Pharr-San Juan-Alamo ISD gives students a strong foundation to help them succeed.

IMPACT: Preparando a Latino Undergraduate Students Through Service-Learning

Project MALES, a mentoring program at the University of Texas at Austin, is improving undergraduate educational outcomes through the IMPACT service-learning course.

LULAC: Changing the Game Through Student Empowerment and Leadership

In this session we'll identify ways the League of United Latin American Citizens (LULAC) can help achieve equity, fairness, and justice for all students.

Making College Possible: Strategies for Latino Students

This session is for K–12 educators interested in learning best practices for working with Latino students and their families to make college possible.

New Resources and Supports for AP Teachers, Students, and Coordinators

Learn about the new teacher and student supports that will become part of the AP Program beginning fall 2019.

Recruitment: Creating a Welcoming Environment for Latino College Students

Latino students are the second largest ethnic group at Texas Woman's University; learn about the different processes we have implemented to help first-generation Latino students and their families.

5–6:30 p.m. **Reception**

DAY 3 WEDNESDAY, APRIL 10, 2019

7:30 a.m.–2 p.m.	**Registration Open**
8–8:45 a.m.	**Breakfast**
8 a.m.–1 p.m.	**Networking Center Open**

8:45–9:45 a.m. **Concurrent Sessions**

!La Familia Va a la Universidad! Engaging Parents on the Way to College

Looking for ways to get and keep Latinx parents connected to the college journey? Join us for a lively, practice-based conversation.

AP for All Initiative—NYC: Expanding Access to AP for Latino Students

This session will present the positive impact on Latino students resulting from the New York City Department of Education's AP for All initiative.

Empowering Underrepresented Students with the SAT Suite of Assessments

This session will focus on using the SAT Suite of Assessments and Official SAT Practice on Khan Academy to support students' academic growth and ownership of learning.

Improving the Odds: A Student Support Model for College Readiness

Discover a student support model to help Latino high school students succeed on the PSAT/NMSQT and SAT and successfully apply to colleges.

Ranger Ready: Empowering First Year Community College Students

San Antonio College created the #RangerReady campaign to motivate and engage students who are unsure about their academic future.

Supporting Students Displaced by Disaster

Learn how Colonial High School pioneered an unprecedented response to aid in the support of hundreds of students who fled Hurricane Maria.

Supporting Undocumented Students at a Public University

This session presents the work of a group established to advocate for the interests of undocumented students after the 2016 election.

10–10:30 a.m. **Networking Break**

10:45–11:45 a.m. **Concurrent Sessions**

Ciencias, tecnologia, ingeniería y matemáticas: Latinx Involvement in STEM

This session will focus on how students can start developing their STEM interests to be prepared for the college application process.

Empowering Students: Exploring Effective Communication with VoiceThread

Multimedia tools like VoiceThread can empower and engage students in academic debate and turn students into scholars.

English Language Learners Score Big with GOAL!

This session examines a grassroots initiative from North Texas that inspires ELL students to believe in continued education.

Equipping First Generation Latino Students for Success in Higher Education

Participants in this session will learn how they can implement programming at their institutions to further support first-generation Latino students.

Latino Youth in Rural Communities

In this session we'll consider barriers facing Latino students from rural communities and share experiences recruiting in California's central valley.

Passing the Baton of Success: A Success Coaching Model

Attend this session to learn how academic coaches can facilitate the gradual release of responsibility model (GRR), shifting the responsibility for learning from the teacher to the learner.

Noon–1 p.m. **Networking Luncheon**

1–2 p.m. **Cultural Closing Event**

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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SUBJECT:
Student Discipline
Violation of Stipulated Expulsion
Student #17-18-E

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
N/A

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 5, 2019

ROLL CALL REQUIRED:
N/A

BACKGROUND:

The Board of Trustees will take action in regards to the Violation of Stipulated Expulsion, Student #17-18-E.

RECOMMENDATION:

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

wp/rk/factform

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

SUBJECT:
Student Discipline
Violation of Stipulated Expulsion
Student #18-19-B

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
N/A

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 5, 2019

ROLL CALL REQUIRED:
N/A

BACKGROUND:

The Board of Trustees will take action in regards to the Violation of Stipulated Expulsion, Student #18-19-B.

RECOMMENDATION:

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

wp/rk/factform

INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF 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:

Governor's 2019-20 State Budget Proposals

AGENDA ITEM AREA:

Information

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent - Business & Operations

ENCLOSURES:

No

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 5, 2019

ROLL CALL REQUIRED:

No

BACKGROUND:

On January 10, 2019 Governor Newsom released his proposals for the 2019-20 State Budget. A detailed update will be provided to the Board at the meeting.

RECOMMENDATION:

Administration recommends the Board receive the update on the Governor's State Budget proposals for the 2019-20 budget year.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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SUBJECT:
Spanish Immersion Program

AGENDA ITEM AREA:
Information/Discussion

REQUESTED BY:
Kerry Callahan
Assistant Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Educational Service

FINANCIAL INPUT/SOURCE:
NA

MEETING DATE:
February 5, 2019

ROLL CALL REQUIRED:
No

BACKGROUND:
In November 2016, California voters approved Proposition 58, also known as the California Education for a Global Economy (CA Ed.G.E.) Initiative. The purpose of the CA Ed.G.E. Initiative is to ensure that all children in California public schools receive the highest quality education, master the English language, and access high-quality, innovative, and research-based language programs that prepare them to fully participate in a global economy.

The CA Ed.G.E. Initiative authorizes school districts and county offices of education to establish language acquisition programs for both native and non-native English speakers, and requires school districts and county offices of education to solicit parent and community input in developing language acquisition programs.

In response to Proposition 58, WPUSD has conducted a parent survey. The results of the survey will be presented, along with recommendations for next steps.

Enclosed is a copy of the survey, the letter that parents received inviting them to take the survey, and a summary of the results.

RECOMMENDATION:
Administration recommends the Board receive the information presented and provide input to guide next steps in developing (or not) a Spanish Immersion Program for WPUSD.

WESTERN PLACER
UNIFIED SCHOOL DISTRICT
600 Sixth Street, Suite 400, Lincoln CA 95648
Ph:(916) 645-6350 • Fax: (916) 645-6356

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

Superintendent: Scott Leaman

November 8, 2018

Western Placer Unified School District (WPUSD) is considering options for offering a Spanish Immersion Program beginning with incoming kindergarteners at one of our elementary schools in the near future. However, in order to do this, we need to determine the level of interest from our community, especially those of you with small children soon to be enrolling in our schools.

Below is some basic information about language immersion to help you in accurately expressing your interest in Spanish Immersion through WPUSD.

What is Language Immersion?

"Language immersion, or simply immersion, is a technique used in bilingual language education in which two languages are used for instruction in a variety of topics, including math, science, or social studies. The languages used for instruction are referred to as the L1 and the L2 for each student, with L1 being the native language of the student and L2 being the second language to be acquired through immersion programs and techniques." (Wikipedia, October 2018)

What Does the Research Say About Student Achievement?

"Research done by Dr. Bob Slater, Co-Director of American Councils Research Center (ARC), concluded that all students no matter their native language stand to benefit from dual language immersion programs. Dr. Slater and his colleagues found that students randomly assigned to dual language immersion programs outperformed their peers in reading in English by seven months in grade five and by nine months in grade eight. That amounts to almost a year ahead in reading level by the eighth grade compared with their non-immersion peers. They also found no statistically significant benefits but also no detriment for math and science performance." (American Councils Editorial Staff, July 12, 2017)

More research indicates positive impact on student achievement and other cognitive skills (such as problem solving) through language immersion. Additional studies are being conducted to further triangulate the results of previous studies. I have found no studies that show successful language immersion programs to be a detriment to student achievement.

Is WPUSD Going to Require Students to Enroll in Spanish Immersion

Absolutely not! We are considering possibilities for offering this specialized program to a limited number of families who want it for their children. For families not wishing to participate, we will still offer a traditional program.

Lincoln
2006

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We are asking all families of children that will begin kindergarten on or after August 2020 to complete a short survey by clicking on the link below, or by pasting it into your web browser. The survey will help us determine interest and gather additional information to support us in determining next steps. Please complete the survey even if you are not interested; we would like to hear from you as well.

https://docs.google.com/forms/d/e/1FAIpQLSda7Y4P-2dMcyJWdppQQzkRmJ5yhleflwH2KrFnY7wMsayMrw/viewform?usp=sf_link

If you have any questions, feel free to call or email me at (916) 645-6350 or kcallahan@wpusd.org

Regards,

Kerry Callahan

Kerry Callahan
Assistant Superintendent of Educational Services

Lincoln
All-America City
2006

Parent (or Future Parent) Survey - Spanish Immersion

If you have a child that will be enrolling in Kindergarten on or after August 2020, please complete the following survey to help us in determining interest and next steps in offering a Spanish Immersion Program in WPUSD.

* Required

1. **First and Last Name** *

2. **How many children do you have that will begin Kindergarten on or after August 2020?** *
   Mark only one oval.

   - ◯ 1
   - ◯ 2
   - ◯ 3
   - ◯ More than 3

3. **What Elementary School will your child(ren) attend** *
   Mark only one oval.

   - ◯ Carlin C Coppin
   - ◯ Creekside Oaks
   - ◯ First Street
   - ◯ Foskett Ranch
   - ◯ Lincoln Crossing or Scott M Leaman (opening August 2020)
   - ◯ Sheridan
   - ◯ Twelve Bridges

4. **What year(s) will your child(ren) begin Kindergarten? (check all that apply)** *
   Check all that apply.

   - ☐ August 2020
   - ☐ August 2021
   - ☐ August 2022
   - ☐ August 2023
   - ☐ August 2024 (we're expecting:-)

5. **Chose the statement that best describes your interest in having your child(ren) participate in a Spanish Immersion Program.** *

Mark only one oval.

- ◯ 4 - I am beyond interested; sign us up now!
- ◯ 3 - I am interested, but I need to see/hear more about it before I commit.
- ◯ 2 - I don't think I'm interested, but...
- ◯ 1 - I am absolutely not interested and never will be.

6. **If there is a strong interest for us to pursue Spanish Immersion, would you be interested in serving on a planning committee? (If you mark yes to this, please share your phone and email contact when prompted)** *

Mark only one oval.

- ◯ Yes
- ◯ No
- ◯ Maybe

7. **What additional information would you like to share that would guide us in our decision making and possible planning process?** *

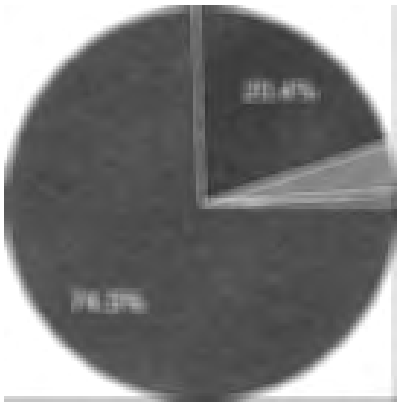
8. **Phone Number and/or Email (optional, but helpful for us to follow up with you)**

Powered by
Google Forms

Spanish Immersion Parent Survey Results

How many children do you have that will begin Kindergarten on or after August 2020?

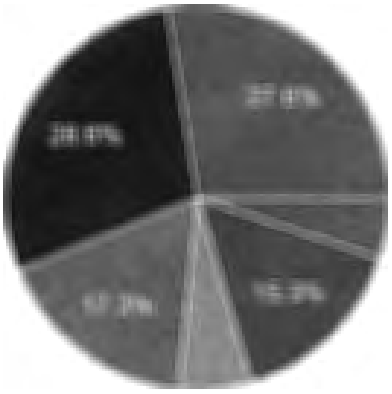
98 responses



- 1
- 2
- 3
- More than 3

What Elementary School will your child(ren) attend

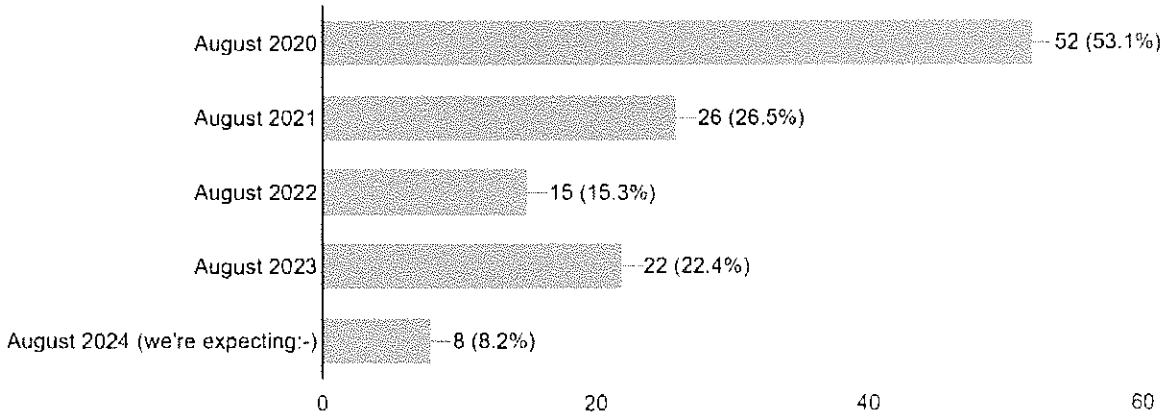
98 responses



- Carlin C Coppin
- Creekside Oaks
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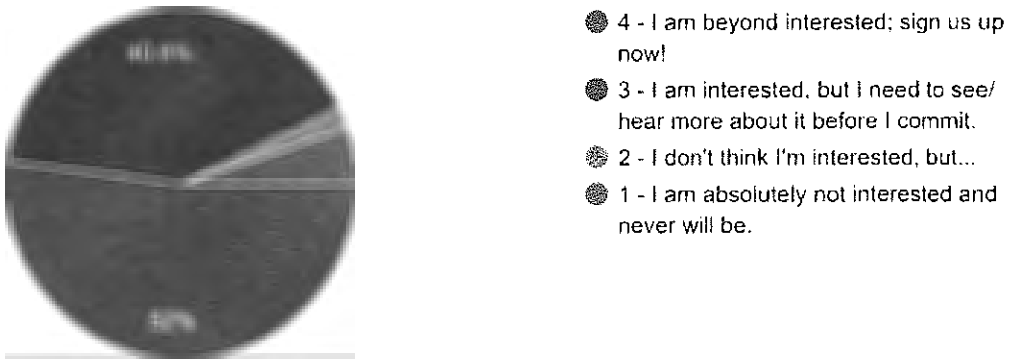
What year(s) will your child(ren) begin Kindergarten? (check all that apply)

98 responses



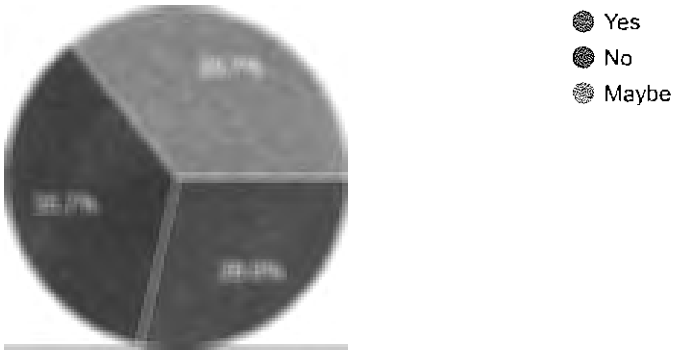
Chose the statement that best describes your interest in having your child(ren) participate in a Spanish Immersion Program.

98 responses



If there is a strong interest for us to pursue Spanish Immersion, would you be interested in serving on a plannin...hone and email contact when prompted)

98 responses



ADDITIONAL INFORMATION/COMMENTS/QUESTION

- Can my current TK student enroll?
- Anything that helps our children develop is a benefit.
- We have family in Stanislaus CO and there kids are in a program like and EXCEL and are able to learn in a dual environment.
- I think teaching Spanish at a young age not only makes it easier to learn, but also sets kids up for success when applying for jobs later in life. My older kids learned basic Spanish in preschool and I wish it would be an option to continue learning more.
- It is just so good for children's brains to learn another language. Very excited about this!
- Totally against this
- Just very interested in this program, even for my existing Kindergartener.
- We have kids in the GATE program at FSS & would definitely be interested in a Spanish Immersion program for our little one too.
- I have a current 3rd and 1st grader. Would there be the option to have older grades join too?
- What grades would the immersion program include?
- Which location would be considered?
- A second language option would be awesome and so necessary! I love that I just received this email.
- This is such a great idea. I'd love for my child to be able to get foundational knowledge as early as possible. I wish I started as early as these kids get to.
- Would love a Spanish immersion program and I observed a school in Sacramento that does just this. If Spanish immersion is not an option, would also like to see Spanish classes after school as an option. I have heard that Roseville offers something like this for families and it is offered after school for a cost.
- I truly believe that this immersion program is beyond needed and many students/families would be greatly empowered by opportunity to fully learn the Spanish language.
- I think this is a fantastic idea. The more we are able to communicate the better.
- I hope this happens!
- Would love to see a program similar to Language Academy of Sacramento.
- I feel like Lincoln is lacking more of these programs and being of Hispanic descent I think it would be beneficial for the community.
- Our children can only benefit from learning Spanish. I don't see a downside.
- I would be interested, but would not want my children attending two different elementary schools.
- I think this sounds like a great opportunity.
- Class schedule/material covered and how?
- Sounds amazing!
- I feel that's it's very important for children to know more than one language.
- Lots of schools are now offering this & having success
- Promote how this will help future working relationships
- Intensity of class and how the program will fit in with other learning.
- I'm not sure about the immersion part but a separate Spanish program sounds better. I'd want an informational meeting with all parents and sample lessons.
- As a dominant second language in CA, it would be very beneficial for our students to have some knowledge on how to speak Spanish. Even if it's only periodically included, that's better than nothing. It's not even an elective at TBMS! What middle school does not offer a foreign language!?
- The benefits to the brain go beyond learning a specific language.
- What % would be in Spanish
- I grew up in San Jose and went to a bilingual elementary school until 4th grade, I highly recommend it.

- It's progressive and extremely useful to teach children a second language and childhood is a prime time to teach a new language
- Bilingual students are a norm in most countries.
- Rocklin charter schools currently use Spanish immersion and I hear rave reviews from parents (especially my siblings that have kids enrolled).
- I think it would be great for the kids to learn another language however, I think full day kindergarten needs to be implemented before adding more in a three hour time span. There already isn't enough time in a day to learn and do all the things needed.
- Always interested in second language for my children and to be offered this early seems like a great benefit
- I know some schools do this in other states and have great success!
- I do not have a child entering Kindergarten in the next few years (there was no option to choose "zero"), however I am very interested in my children who currently attend LCE learning another language- Spanish or any other language. We are one of the few influential nations that teach only one language. I wish I would have had the opportunity to learn another language or languages in primary school rather than middle and high school. As I am sure you are aware, studies show it is MUCH easier to learn a second or third language as a young child than an older child or adult. Both my children have shown interest in learning other languages but I do not have the resources to teach them as I am a English - only speaker. (We recently began using Duolingo to learn German, but that will only get us so far). In summary, I am very interested in having my children learn other languages in primary school (one of them will be in 5th grade next year, so the sooner the better!) ☺
- Thank you!
- Horrible idea! This is America not Mexico!
- Spanish immersions programs create language and academic success in dual languages.
- Dual languages programs create great accomplishments in academics, communication, and social skills.
- I think bilingual skills are very important!
- What is a Spanish Immersion Program? Is it where kids learn Spanish as part of the curriculum in school?
- Right now my children go to Thomas Edison Language Institute and they are both in the dual immersion program. One Kindergarten and one in 1st grade. My wife teaches there (regular English speaking class) so we have a transfer in place at the moment. It is an AMAZING program and my children love to speak another language and learn about other cultures. We are having another child and would like to have them go to a school in our district. I would love to help any planning as we have been very involved in the DI program at our current school and understand the dynamics needed to make it work Feel free to call or email me.
- The younger a child learns another language, the easier it is and the more languages a person knows the easier it is for them to learn more.
- I think we have enough trouble in our schools with general education without trying to teach a second language at age 5
- Meeting dates and times
- Great idea
- My kids are bilingual and we practice our Spanish at home.
- Great for the children
- Love this idea.
- More educational tools is always better for our children's future success.
- Would my older child also be able to be a part of the Spanish immersion program?
- I think diversity is the best policy
- I hope that it's not offered just at one or a few schools but all of possible.

- My two older kids have transferred to San Juan unified and currently attend a DI program in Sacramento. The commute and location of the school is not ideal and starting this program in lincoln will help put western placer unified on the map giving parents more opportunities.
- Does this program help teach children Spanish?
- Please offer this to our older children.
- I would like the choice to have my child participate.
- This is California and over half of our population is Latino. Plus the advantages of learning another language, especially at a young age, are well documented and numerous.
- We would be so ecstatic to have the opportunity for bilingual education! We feel it would greatly enhance cultural understanding within the community as well, and it is time that these kind of advanced programs be introduced, as the demographics of people coming new into Lincoln seems to be changing. Our kids deserve these kinds of learning opportunities, which is more widespread in dense areas like San Jose, where we moved from last year. So we need them here too. Please make it happen!
- Knowing another language opens a world of opportunity for an individual. It helps you in business or when traveling. When you study another language, you often learn about the culture too. These things lend to a person's overall knowledge and education.
- We are teaching our son Spanish as his first language so he would greatly benefit from an immersion program. It's great to see that this may be an option, most people in other countries know more than two languages and it's nice to see that we are giving that opportunity to our kids!
- Spanish is a language highly used in our area due to the diverse communities we live in. In addition, kids can benefit from learning a different language there could help them in the future as professionals
- Spanish will be great opportunity for any children that want to learn, but I also want my son to have this chance and learn the proper technique of Spanish.
- I have only heard good things about these programs from friends and family members whose children attend immersion schools in other states.
- Spanish is a very common language and would be helpful for our future kids.
- No questions at this time
- I think it's great for kids to learn other languages and cultures
- Have friends who have kids who have done this and heard nothing but positive feedback
- As a Spanish Speaking person I think is very important to encourage other kids to learn the language. Especially here in California where our Latino community is growing more each day. it will also help the kids to improves their language skills.
- What school will this program be placed in? does data support a high retention rate from kinder to 6th grade, if so or if not what is the retention rate? How will the students be transitioned into a non dual immersion middle school? What PD will all staff receive on cultural awareness and implicit bias in order to decrease bias actions towards the students who attend dual immersion program? Lastly, assuming this would be a choice program, what school would the students who would've attended this school if it weren't dual immersion, be transferred to?
- Morningstar Montessori Preschool has a Spanish immersion program so it would be nice for my son to continue at
- This would be a beneficial program for Spanish and English speaking families in our community.
- This is needed in our district!
- We have another son beginning Kindergarten 2019. Can he be introduced into this program in 1st grade?
- Our children will be have more opportunities in life if they are fluent in Spanish.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:
Sunshine for Negotiations Regarding the Collective Bargaining Agreement between Western Placer Unified School District and the California School Employees Association (CSEA Chapter #741)

AGENDA ITEM AREA:
Action

REQUESTED BY:
Gabe Simon, Ed.D. G5
Assistant Superintendent of Personnel Services

ENCLOSURES:
Collective Bargaining Sunshine Proposals for WPUSD and CSEA Chapter #741

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 5, 2019

ROLL CALL REQUIRED:
No

BACKGROUND:

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

Both proposals were presented to the public at the January 15, 2019 Board of Trustees meeting in order to allow the members of the public to become informed and have an opportunity to express themselves regarding the proposals. The Board is considering the adoption of both Sunshine proposals at this regularly scheduled meeting on February 5, 2019.

RECOMMENDATION:

Administration recommends that the Board of Trustees approve the proposals.

DATE: December 18, 2018

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER #741

TO: WESTERN PLACER UNIFIED SCHOOL DISTRICT

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

CSEA WISHES TO OPEN THE FOLLOWING ARTICLES FOR POSSIBLE CHANGES:

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

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

WESTERN PLACER
UNIFIED SCHOOL DISTRICT
600 Sixth Street, Suite 400, Lincoln CA 95648
Ph: 916-645-6350

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

Superintendent: Scott Leaman

VIA Electronic Mail

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

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

Dear Gus,

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

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

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

Sincerely,

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

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

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WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Renewal of John Adams Academy Lincoln

AGENDA ITEM AREA:
Information/Discussion

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Superintendent

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 5, 2019

ROLL CALL REQUIRED:
No

BACKGROUND:

John Adams Academy Lincoln has submitted their charter renewal. The school will present the renewal documents to the Board and answer any initial questions. On February 19, 2019, the District will present their analysis of the document. On March 5, 2019, the Board will be asked to take action. The documents submitted to the District are available online at http://www.wpusd.org/documents/SCHOOL%20BOARD/School%20Board%20Folder/Archive%2019/John%20Adams%20Academy%20Lincoln.pdf

RECOMMENDATION:

Administration recommends discussion of the renewal.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Naming of Facility

AGENDA ITEM AREA:
Discussion

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Superintendent

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
March 5, 2019

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board is considering modification of the current Facility Naming Board Policy. The Superintendent analyzed surrounding districts policies and enclosed a draft policy for discussion.

RECOMMENDATION:

Administration recommends discussion of the naming policy.

The Governing Board shall name district schools and other district-owned or leased buildings, grounds, and facilities in recognition of:

1. Individuals, living or deceased, and entities that have made outstanding contributions, including financial contributions, to the school community

2. Individuals, living or deceased, who have made contributions of statewide, national, or worldwide significance

3. The geographic area in which the school or building is located

Name Suggestions

The Board encourages community participation in the process of selecting names. **Suggested Names will be collected from the public through any appropriate method determined by the Board. The Board shall review all name suggestions for the Board's final consideration.**

Process and Name Selection

Selection of a name is the prerogative of the Board. The Board will select one of the processes below to select the name:

1. **The Board discusses and considers all community submitted names and selects a name.**
2. **The Superintendent makes a recommendation to the Board based on the names submitted from the community.**
3. **An ad hoc committee is formed to aid in recommending a name. The committee shall include district staff, parents, students and the community. The committee shall be responsible for receiving and screening name suggestions, and submitting recommendations to the Superintendent for the Board's consideration and adoption.**
4. **Another process the Board selects.**

Final Name Adoption

Before adopting any proposed name, the Board shall hold a public hearing at which members of the public will be given an opportunity to provide input.

(cf. 9320 - Meetings and Notices)

Renaming of Facilities

The renaming of existing schools or major facilities shall occur only under extraordinary circumstances and after thorough study.

~~(cf. 1220 - Citizen Advisory Committees)~~

Any name adopted for any new school shall not be so similar to the name of any existing district school as to result in confusion to members of the community.

~~Before adopting any proposed name, the Board shall hold a public hearing at which members of the public will be given an opportunity to provide input.~~

~~(cf. 9320 - Meetings and Notices)~~

When naming or renaming a district school, building, or facility, the Board may specify the duration for which the name shall be in effect.

Memorials

Upon request, the Board shall consider planting commemorative trees, erecting monuments, or dedicating buildings, parts of buildings, athletic fields, gardens, or other district facilities, in memory of deceased students, staff members, community members, and benefactors of the district.

Naming Rights

The Board may grant to any person or entity the right to name any district building or facility. In doing so, the Board shall enter into a written agreement which shall:

1. Specify the benefits to the district from entering into the agreement

2. State the roles and responsibilities of the parties to the agreement, including whether or not the Board shall retain the power to approve any proposed name

3. Provide details related to the naming right granted, including the building, grounds, or facility involved and the duration for which the name shall be in effect

4. Prohibit any message, image, or other depiction that advocates or endorses the use of drugs, tobacco, or alcohol, encourages unlawful discrimination against any person or group, or promotes the use of violence or the violation of any law or district policy

(cf. 0410 - Nondiscrimination in District Programs/Activities)

(cf. 1325 - Advertising/Promotions)

(cf. 3290 - Gifts, Grants and Bequests)

5. Reserve the authority to terminate the naming right if it determines that the grantee, subsequent to receiving the naming right, has engaged in any of the prohibited acts stated in item #4 above or other criminal or unlawful acts that might bring the district into disrepute

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

Policy WESTERN PLACER UNIFIED SCHOOL DISTRICT

adopted: September 4, 2007 Lincoln, California

revised: September 16, 2014

revised: May 15, 2018

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 continnally npgrade a well articnlated 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 enbance readiness for learning.**

SUBJECT:
Adoption of Revised/New Exhibits/Policies/Regulations

AGENDA ITEM AREA:
Action

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 5, 2019

ROLL CALL REQUIRED:
No

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

- BP/AR 0420 – School Plans/Site Councils
- AR 4200 – Classified Personnel
- AR 5131.41 – Use of Seclusion and Restraint
- BP/AR 5141.52 – Suicide Prevention
- BP/AR 5144.1 – Suspension and Expulsion/Due Process
- BB 9322 – Agenda/Meeting Materials
- BB 9324 – Minutes and Recordings

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

wp/rk/factform

POLICY GUIDESHEET

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

BP/AR 0420 - School Plans/Site Councils
(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 716)** which renames the single plan for student achievement as the school plan for student achievement (SPSA), authorizes the use of uniform complaint procedures for complaints alleging noncompliance with requirements related to the establishment of school site councils or the development of the SPSA, and authorizes the use of the SPSA to satisfy the requirement for a school improvement plan when a school is identified for targeted or comprehensive support. Regulation updated to reflect AB 716 which eliminates the authority to use a school advisory committee other than a school site council to develop the SPSA, allows certain small schools to share a school site council, requires a needs assessment to identify school goals, and, if applicable, requires consultation with the school's English learner advisory committee on review of the SPSA.

AR 4200 - Classified Personnel
(AR revised)

Regulation updated to reflect **NEW LAW (AB 2160)** which eliminates the exemption of part-time playground positions from the classified service in merit system districts, thereby making those positions part of the classified service. Regulation also reflects **NEW LAW (AB 2261)** which eliminates the exemption from the classified service, in merit system districts, of community representatives employed in advisory or consulting capacities for not more than 90 working days per fiscal year. Paragraph moved to emphasize that employees in either merit or non-merit system districts who are exempted from the classified service must fulfill obligations related to physical examinations, fingerprinting, and tuberculosis tests.

AR 5131.41 - Use of Seclusion and Restraint
(AR added)

New regulation reflects **NEW LAW (AB 2657)** which prohibits seclusion and behavioral restraint of students as a means of discipline, and provides that seclusion and restraint may be used only to control behavior that poses a clear and present danger of serious physical harm to a student or others if that behavior cannot be immediately prevented by a less restrictive response. Regulation specifies the conditions for such use, reporting requirements, and a list of seclusion and behavioral techniques that are always prohibited.

BP/AR 5141.52 - Suicide Prevention
(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 2639)** which requires boards of districts that serve grades 7-12 to review the district's suicide prevention policy at least every five years and update it as necessary. Regulation updated to reflect **NEW LAW (SB 972)** which requires districts that issue student identification cards to print specified suicide prevention hotline numbers on the cards effective July 1, 2019. Regulation also reflects **NEW LAW (AB 1808)** which requires CDE to identify online training programs that districts can use to train students and staff regarding suicide awareness and prevention.

BP/AR 5144.1 - Suspension and Expulsion/Due Process
(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (AB 752, 2017)** which prohibits the expulsion of a child enrolled in a California State Preschool Program (CSPP) unless the district has taken specified steps and the child's continued enrollment presents a serious safety threat to the child or other enrolled children. Policy also adds data collection on the type of firearm involved in any expulsion for firearm possession, in accordance with federal law. Regulation also revises section on "Final Action by the Board" to correct the location in policy where acts requiring "mandatory recommendation and mandatory expulsion" are listed.

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

BB 9322 - Agenda/Meeting Materials
(BB revised)

Bylaw updated to reflect requirement effective January 1, 2019 that districts post a direct link on the homepage of their web site to the current board meeting agenda or to the district's agenda management platform. Bylaw also clarifies that the agenda need not provide an opportunity for public comment on any agenda item that has previously been considered at an open meeting of a committee comprised exclusively of board members.

BB 9324 - Minutes and Recordings
(BB revised)

Bylaw updated to reflect **NEW LAW (SB 1036)** which prohibits districts from including in board meeting minutes a student's directory information or a parent/guardian's personal information, as defined, when the student or parent/guardian requests that such information be excluded. Bylaw also includes optional statement that the minutes will summarize topics addressed during the public comment period and need not reflect the names of the individuals who comment.

SCHOOL PLANS/SITE COUNCILS

The Board of Trustees believe that comprehensive planning ~~that is aligned with the district's local control and accountability plan (LCAP)~~ is necessary at each school, in order to focus school improvement efforts on student academic achievement and facilitate the effective use of ~~district~~ **available** resources. The Superintendent or designee shall ensure that school plans provide clear direction and identify cohesive strategies aligned with school and district goals.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0400 - Comprehensive Plans)
(cf. 0415 – Equity)
(cf. 0450 – Comprehensive Safety Plan)
(cf. 0460 – Local Control and Accountability Plan)

~~Each district school shall establish a school site council in accordance with Education Code 52852 and the accompanying administrative regulation to develop, review, and approve school plans.~~

~~For any school that participates in specified state and/or federal categorical programs, the school site council or other schoolwide advisory committee shall consolidate the plans required for those categorical programs into a single plan for student achievement (SPSA). (Education Code 52055.755, 64001)~~

Each district school that participates in one or more federal and/or state categorical programs funded through the state's consolidated application process pursuant to Education Code 64000 shall establish a school site council in accordance with Education Code 65000-65001. The school site council shall develop, approve, and annually review and update a school plan for student achievement (SPSA) which consolidates the plans required for those categorical programs into a single plan, unless otherwise prohibited by law. (Education Code 64001)

~~(cf. 0520.2 – Title I Program Improvement Schools)~~
(cf. 1220 - Citizen Advisory Committees)
(cf. 1431 - Waivers)
(cf. 6020 – Parent Involvement)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)
(cf. 6190 - Evaluation of the Instructional Program)

As appropriate, a school may incorporate any other school plan into the SPSA. (Education code 64001)

The Superintendent or designee shall review each school's SPSA to ensure that it meets the content requirements for all programs included, is based on an analysis of current practices and student academic performance, and reasonably links improvement strategies to identified needs of the school and its students. ~~He/she~~ **The Superintendent or designee** shall also ensure **consistency between** the specific actions included in the district's ~~LCAP~~ **local**

SCHOOL PLANS/SITE COUNCILS (continued)

control and accountability plan and ~~are consistent with~~ the strategies identified in each school's SPSA.

The Board shall, at a regularly scheduled Board meeting, review and approve each school's SPSA and any subsequent material revisions affecting the academic programs for students participating in the categorical programs addressed in the SPSA. **(Education Code 64001)**

~~The Board shall certify that, to the extent allowable under federal law, the SPSA is consistent with district local improvement plans required as a condition of receiving federal funding. Any such review and approval shall be at a regularly scheduled Board meeting. (Education Code 64001)~~

~~Whenever~~ **If** the Board does not approve a school's SPSA, it shall communicate its specific reasons for disapproval of the plan to the school site council. ~~or committee.~~ The school site council ~~or committee~~ shall then revise and resubmit the SPSA to the Board for its approval. (Education Code **6+4001** ~~52855~~)

The Superintendent or designee shall ensure that school administrators and site council members receive training on the roles and responsibilities of the site council.

The SPSA may serve as the school improvement plan required when a school is identified for targeted or comprehensive support pursuant to 20 USC 6303. (Education Code 64001)

(cf. 0500 - Accountability)

Any complaint alleging noncompliance with requirements related to the establishment of school site councils or the development of the SPSA may be filed with the district in accordance with the district's uniform complaint procedures pursuant to 5 CCR 4600-4670 and BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 64001)

(cf. 1312.3 - Uniform Complaint Procedures)

Legal Reference: (see next page)

SCHOOL PLANS/SITE COUNCILS (continued)

Legal Reference:

EDUCATION CODE
52-53 Designation of schools
33133 Information guide for school site councils
35147 Open meeting laws exceptions
~~*41540-41544 Targeted instructional improvement block grants*~~
52060-52077 Local control and accountability plan
52176 ***English learner*** ~~***Aa***~~*dvisory committees*
~~*52852 School site councils*~~
~~*54000-54028 Educationally Disadvantaged Youth Programs*~~
~~*54425 Advisory committees (compensatory education)*~~
56000-56885 Special education
64000 Categorical programs included in consolidated application
64001 Single school plan for student achievement, consolidated application programs
65000-65001 School site councils
CODE OF REGULATIONS, TITLE 5
3930-3937 Compliance plans
4600-4670 Uniform complaint procedures
11308 English learner advisory committees
UNITED STATES CODE, TITLE 20
6303 School improvement
6311 ***State plan*** ~~*Accountability, adequate yearly progress*~~
~~*6312-6319 Title I programs; plans*~~
6314 Schoolwide programs; schoolwide program plan
6421-6472 Programs for neglected, delinquent, and at-risk children and youth
6601-6651 Teacher and Principal Training and Recruitment program
6801-7014 Limited English proficient and immigrant students
~~*7101-7165 Safe and Drug-Free Schools and Communities*~~
7101-7122 Student Support and Academic Enrichment Grants
7341-7355c Rural Education Initiative

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council, February 2014
WEST ED PUBLICATIONS
California Healthy Kids Survey
California School Climate Survey
WEB SITES
California Department of Education: ~~*, Single Plan for Student Achievement:*~~
http://www.cde.ca.gov~~*/nclb/sr/le/singleplan*~~*.asp*
U.S. Department of Education: http://www.ed.gov
WestEd: http://www.wested.org

SCHOOL PLANS/SITE COUNCILS

School Site Councils

Each school **that operates a program requiring the development of a school plan for student achievement (SPSA) pursuant to Education Code 64001** shall have a school site council composed of the following: (Education Code **65000** ~~52852~~)

1. The principal **or designee**
2. **Classroom** ~~T~~teachers **at the school,** selected by the **classroom** ~~school's~~ teachers **at the school**
3. Other school personnel **sho are not teachers,** selected by the school's other personnel **at the school who are not teachers**
4. Parents/guardians ~~representatives, who may include parents/guardians~~ of students attending the school and/or **other members of the** community, ~~members,~~ selected by parents/guardians of students attending the school
5. If the schools is a secondary schools, students attending the school selected by other ~~such~~ **secondary** students

(cf. 0450 – Comprehensive Safety Plan)

Half of the school site council membership shall consist of school staff, the **categories listed in items #1-3 above, the** majority of whom shall be classroom teachers. For **an** elementary school site councils, the remaining half shall be parent/guardians **and/or community members.** ~~representatives.~~ For secondary school site councils, the remaining half shall be ~~equal numbers of~~ parent/guardian**, community members,** ~~representatives~~ and/**or** students. (Education Code **65000** ~~52852~~)

A district employee may serve as a parent/guardian representative on the **school** site council of the school his/her child attends, provided the employee does not work at that school. (Education Code **65000** ~~52852~~)

The bylaws of each school site council shall include the method of selecting members and officers, terms of office, responsibilities of council members, time commitment, and a policy of nondiscrimination **and equity**.

(cf. 0415 – Equity)

~~School site councils may function on behalf of other committees in accordance with law. (Education Code 52176, 54425; 5 CCR 3932)~~

School site councils shall operate in accordance with procedural meeting requirements established in Education Code 35147.

SCHOOL PLANS/SITE COUNCILS (continued)

(cf. 1220 - Citizen Advisory Committees)

Single Plan for Student Achievement

~~Any district school that shall participate in any state or federal categorical program specified in Education Code 64000 on an ongoing basis shall have a school site council which shall approve and annually review and update a single plan for student achievement (SPSA). If the school does not have a school site council, these responsibilities shall be fulfilled by a schoolwide advisory group or school support group conforming to the composition requirements of the school site council listed in the section "School Site Councils" above.~~ (Education Code 64001)

The school site council shall develop and annually review and update an SPSA that addresses all federal and/or state categorical programs in which the school participates pursuant to Education Code 64000. (Education Code 64001)

(cf. 1431 – Waivers)
(cf. 6020 – Parent Involvement)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)
(cf. 6184 – Continuation Education)

The SPSA shall be developed with the review, certification, and advice of **the school English learner** ~~any applicable school~~ advisory committees**, if required**. (Education Code 64001)

(cf. 6174 – Education for English Learners)

~~Such groups may include, but are not limited to, parent advisory committees established to review and comment on the district's local control and accountability plan (LCAP); advisory committees establish for English learner and special education programs; Western Association of Schools and Colleges leadership teams; district or school liaison teams for schools identified for program improvement; and other committees established by the school or district.~~

Other school and district committees, including, but not limited to, a parent advisory committee established to review and comment on the district's local control and accountability plan (LCAP), advisory committee established for special education programs, and Western Association of Schools and Colleges leadership teams, may also be consulted on the content of the plan.

(cf. 0460 – Local Control and Accountability Plan)
~~(cf. 0520.2 - Title I Program Improvement Schools)~~
(cf. 6190 - Evaluation of the Instructional Program)

SCHOOL PLANS/SITE COUNCILS (continued)

~~The SPSA shall be aligned with the district's LCAP and school goals for improving student achievement. School goals shall be based on an analysis of verifiable state data, identified pursuant to law, and may consider any other data developed by the district to measure student achievement. (Education Code 52062, 64001)~~

Before developing the content of the SPSA, the school site council shall conduct a comprehensive needs assessment pursuant to 20 USC 6314, including an analysis of verifiable state data consistent with the state priorities specified in Education Code 52060 and the indicators in the state accountability system. The school may consider any other data developed by the district to measure student outcomes. (Education Code 64001)

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)
~~(cf. 6162.52 - High School Exit Examination)~~
*(cf. 6162.51 – **State Academic Achievement Tests** ~~Standardized Testing and Reporting Program)~~*

The SPSA shall **include all of the following:**~~, at a minimum:~~ (Education Code 64001)

1. **Goals to improve student outcomes, including goals that address the needs of student groups as identified through the needs assessment** ~~Address how funds provided to the school through specified categorical programs will be used to improve the academic performance of all students to the level of the performance goals established by law~~

2. **Evidence-based strategies, actions, or services** ~~Identify the means of evaluating the school's progress toward accomplishing those goals~~

3. **Proposed expenditures based on the projected resource allocation from the district to address the findings of the needs assessment, including identifying resource inequities, which may include a review of the district's budgeting, the LCAP, and school-level budgeting, if applicable** ~~Identify how state and federal law governing the categorical programs will be implemented~~

In addition to meeting the requirements common to all applicable school plans, the SPSA shall address the content required by law for each individual categorical program in which the school participates.

~~In developing or revising the SPSA, the school site council or other schoolwide advisory group or school support group shall:~~

~~1. Analyze student achievement data. Using measures of student academic performance, the school shall identify significant patterns of low performance in particular content~~

SCHOOL PLANS/SITE COUNCILS (continued)

~~areas, student groups, and/or individual students and determine which data summaries to include in the plan as most informative and relevant to school goals.~~

~~2. Assess the effectiveness of the school's instructional program in relation to the analysis of student data.~~

~~3. Identify a limited number of achievement goals and key improvement strategies to achieve the goals. School goals shall reflect the needs identified at the school site while aligning with goals identified in federally required district plans. The school shall specify the student group(s) on which each goals is focused, the methods or practices that will be used to reach the goals, and the criteria that will be used to determine if the goal is achieved.~~

~~4. Define timelines, personnel responsible, proposed expenditures, and funding sources to implement the SPSA.~~

The school site council ~~or other schoolwide group~~ shall approve the proposed SPSA at a meeting for which public notice has been posted. **Whenever there are material revisions to the SPSA which affect the academic programs for students participating in applicable programs,** ~~and then submit~~ the SPSA **shall be submitted** to the Governing Board for **review and** approval **at a regularly scheduled Board meeting**. (Education Code 35147, 64001)

The school site council ~~or other schoolwide group~~ shall regularly monitor the implementation and effectiveness of the SPSA and modify any activities that prove ineffective. At least once per year, the principal or designee shall evaluate results of improvement efforts and report to the Board, school site council, ~~advisory committees,~~ and other interested parties regarding progress toward school goals.

The school site council ~~or other schoolwide group~~ may amend the SPSA at any time **through the same process required for the annual update of the plan**. ~~Any revisions that would substantively change the academic programs funded through the consolidated application shall be submitted to the Board for approval.~~

CLASSIFIED PERSONNEL

Exemption from Classified Service

Persons hired solely for purposes which are exempted from the classified service shall nevertheless fulfill the obligations of classified employees related to physical examinations pursuant to Education Code 45122, fingerprinting pursuant to Education Code 45125, and tuberculosis tests pursuant to Education Code 49406. (Education Code 45106)

(cf. 4112.4/4212.4/4312.4 – Health Examinations)
(cf. 41125/4212.5/4312.5 – Criminal Record Check)
(cf. 4212 – Appointment and Conditions of Employment)
(cf. 4218 – Dismissal/Suspension/Disciplinary Action)

Districts Not Incorporating the Merit System

Individuals hired solely for the following purposes are exempt from the classified service: (Education Code 45103)

1. Substitute or short-term employees who are employed and paid for fewer than 195 work days per year, including holidays, sick leave, vacation, and other leaves of absences, irrespective of the number of hours worked per day

2. Apprentices and professional experts employed on a temporary basis for a specific project regardless of length of employment

3. Full-time students employed part time

4. Part-time students employed part time in any college work study program, or in a work experience education program conducted by a community college district, and which is financed by state or federal funds

~~Persons hired solely for purposes which are exempted from the classified service shall nevertheless fulfill the obligations of classified employees related to physical examinations pursuant to Education Code 45122, fingerprinting pursuant to Education Code 45125, and tuberculosis tests pursuant to Education Code 49406. (Education Code 45106)~~

~~*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*~~
~~*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*~~
~~*(cf. 4212 - Appointment and Conditions of Employment)*~~
~~*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*~~

Restricted Positions

Persons employed in restricted positions **pursuant to Education Code 45105 or 45108** shall be classified employees for all purposes except that they shall not be subject to the provisions of

CLASSIFIED PERSONNEL

Education Code 45272 and 45273 related to promotional examinations and the filling of vacancies, and shall not acquire permanent status or seniority credit. ~~They~~ **Such persons** shall be eligible for promotion into the regular classified service only after completing six months of satisfactory service, and ~~only upon the subsequent~~ satisfactory complet**ingon** ~~of~~ the qualifying examinations required of all other persons serving in the same class in the regular classified service. (Education Code 45105, 45108)

Regulation
approved: September 4, 2007
revised: March 6, 2018
revised: February 5, 2019

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

USE OF SECLUSION AND RESTRAINT

District staff shall enforce standards of appropriate student conduct in order to provide a safe and secure environment for students and staff on campus, but are prohibited from using seclusion and behavioral restraint to control student behavior except to the limited extent authorized by law.

(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)
(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Definitions

Behavioral restraint includes mechanical restraint or physical restraint used as an intervention when a student presents an immediate danger to self or to others. Behavioral restraint does not include postural restraints or devices used to improve a student's mobility and independent functioning rather than to restrict movement. (Education Code 49005.1)

Mechanical restraint means the use of a device or equipment to restrict a student's freedom of movement. Mechanical restraint does not include the use of devices as prescribed by an appropriate medical or related services professional, including, but not limited to, adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment; vehicle safety restraints during the transport of a student; restraints for medical immobilization; or orthopedically prescribed devices which permit a student to participate in activities without risk of harm. Mechanical restraint also does not include the use of devices by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

(cf. 3515.3 - District Police/Security Department)

Physical restraint means a personal restriction that immobilizes or reduces the ability of a student to move the torso, arms, legs, or head freely. Physical restraint does not include a physical escort in which a staff member temporarily touches or holds the student's hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint also does not include the use of force by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Prone restraint means the application of a behavioral restraint on a student in a facedown position. (Education Code 49005.1)

Seclusion means the involuntary confinement of a student alone in a room or an area from which the student is physically prevented from leaving. Seclusion does not include a timeout involving the monitored separation of the student in an unlocked setting, which is implemented for the purpose of calming the student. (Education Code 49005.1)

USE OF SECLUSION AND RESTRAINT (continued)

Prohibitions

Seclusion and behavioral restraint of students shall not be used in any form as a means of coercion, discipline, convenience, or retaliation. (Education Code 49005.8)

(cf. 5144 - Discipline)

In addition, staff shall not take any of the following actions: (Education Code 49005.2, 49005.8)

1. Administer a drug that is not a standard treatment for a student's medical or psychiatric condition in order to control the student's behavior or restrict the student's freedom of movement

2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use as a locked room

3. Use a physical restraint technique that obstructs a student's respiratory airway or impairs a student's breathing or respiratory capacity, including a technique in which a staff member places pressure on the student's back or places his/her body weight against the student's torso or back

4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, the use of a pillow, blanket, carpet, mat, or other item to cover a student's face

5. Place a student in a facedown position with the student's hands held or restrained behind the student's back

6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the student or others

Limited Use of Seclusion or Restraint

Staff shall avoid the use of seclusion and behavioral restraint of students whenever possible. Seclusion or behavioral restraint may be used only to control student behavior that poses a clear and present danger of serious physical harm to the student or others, which cannot be prevented by a response that is less restrictive. (Education Code 49005.4, 49005.6, 49005.8)

(cf. 5131.4 - Student Disturbances)
(cf. 5131.7 - Weapons and Dangerous Instruments)

If a student is put in seclusion, the student shall be under constant, direct observation of a staff member. Such observation may be through a window or another barrier through which the

USE OF SECLUSION AND RESTRAINT (continued)

staff member is able to make direct eye contact with the student, but shall not be made through indirect means such as a security camera or closed-circuit television. (Education Code 49005.8)

If a student is restrained, staff shall afford the student the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the student and others. (Education Code 49005.8)

If a prone restraint technique is used on a student, a staff member shall observe the student for any signs of physical distress throughout the use of the restraint. Whenever possible, the staff member monitoring the student shall not be involved in restraining the student. (Education Code 49005.8)

Reports

The Superintendent or designee shall annually collect data on the number of times that seclusion, mechanical restraint, and physical restraint were used on students and the number of students subjected to such techniques. The data shall be disaggregated by race/ethnicity and gender, and reported for students with a Section 504 plan, students with an individualized education program, and all other students. This report shall be submitted to the California Department of Education no later than three months after the end of each school year, and shall be available as a public record pursuant to Government Code 6250-6270. (Education Code 49006)

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

USE OF SECLUSION AND RESTRAINT (continued)

Legal Reference:

EDUCATION CODE
49001 Prohibition against corporal punishment
49005-49006.4 Seclusion and restraint
56520-56525 Behavioral interventions, students with disabilities, especially:
56521.1 Emergency interventions when behavior poses threat to student or others
56521.2 Prohibited interventions
GOVERNMENT CODE
6250-6270 California Public Records Act
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973

Management Resources:

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Restraint and Seclusion: Resource Document, May 2012
WEB SITES
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education: http://www.ed.gov

NEW

SUICIDE PREVENTION

Student identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)

Staff Development

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students. ~~at the secondary level.~~ The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth

2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors

(cf. 5131.6 - Alcohol and Other Drugs)

3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent

4. Protective factors that may help to decrease a person's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community

SUICIDE PREVENTION (continued)

5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health

6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

7. **Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for monitoring the student while the immediate referral of the student to medical or mental health services is being processed**

~~8~~7. District procedures for **responding after a suicide has occurred** ~~intervening when a student attempts, threatens, or discloses the desire to die by suicide~~

Instruction

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum at appropriate secondary grades and shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide

2. Develop coping and resiliency skills and self-esteem

3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent

4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

~~*(cf. 1020 - Youth Services)*~~
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5141.6 - School Health Services)
(cf. 6142.8 - Comprehensive Health Education)

SUICIDE PREVENTION (continued)

(cf. 6164.2 - Guidance/Counseling Services)

Intervention

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, ~~he/she~~ **the staff member** shall promptly notify the principal or school counselor**, who shall implement district intervention protocols as appropriate.**

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when he/she has reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student **or others within the school community**. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

~~A s~~School employee shall act only within the authorization and scope of ~~his/her~~ **their** credential or license. An employee is not authorized to diagnose or treat mental illness unless he/she is specifically licensed and employed to do so. (Education Code 215)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

(cf. 5138 - Conflict Resolution/Peer Mediation)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary

2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened

SUICIDE PREVENTION (continued)

3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene

4. Removing other students from the immediate area as soon as possible

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5141 - Health Care and Emergencies)

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether ~~he/she~~ **it** is ~~required~~ **necessary**, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school **and determine the need for ongoing support**.

Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. ~~He/she shall~~ **The Superintendent or designee shall** provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

SUICIDE PREVENTION (continued)

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

(cf. 1112- Media Relations)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

SUICIDE PREVENTION

The Board of Trustees recognize that suicide is a major cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In **an effort** ~~attempt~~ to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, **suicide prevention experts,** local health agencies, mental health professionals, and community organizations.

~~*(cf. 1020 - Youth Services)*~~
(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Such measures and strategies shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students ~~in the secondary grades~~

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

(cf. 6142.8 - Comprehensive Health Education)

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

SUICIDE PREVENTION (continued)

4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth suicide problem, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis

5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions

6. Crisis intervention procedures for addressing suicide threats or attempts

7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years. (Education Code 215)

Legal Reference: (see next page)

SUICIDE PREVENTION (continued)

Legal Reference:

EDUCATION CODE
215 Student suicide prevention policies
215.5 Suicide prevention hotline contact information on student identification cards
216 Suicide prevention online training programs
32280-32289 Comprehensive safety plan
49060-49079 Student records
49602 Confidentiality of student information
49604 Suicide prevention training for school counselors
GOVERNMENT CODE
810-996.6 Government Claims Act
PENAL CODE
11164-11174.3 Child Abuse and Neglect Reporting Act
WELFARE AND INSTITUTIONS CODE
5698 Emotionally disturbed youth; legislative intent
5850-5883 ***Children's*** *Mental Health Services Act*
COURT DECISIONS
Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009
NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS
Preventing Suicide, Guidelines for Administrations and Crisis Teams, 2015
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012
Preventing Suicide: A Toolkit for High Schools, 2012
WEB SITES
American Association of Suicidology: http://www.suicidology.org
American Foundation for Suicide Prevention: http://afsp.org
American Psychological Association: http://www.apa.org
American School Counselor Association: http://www.schoolcounselor.org
California Department of Education, Mental Health: http://www.cde.ca.gov/ls/cg/mh
California Department of Health Care Services, Suicide Prevention Program: http://www.dmh.ca.gov/Services/MH/Pages/Suicide Prevention.aspx
Centers for Disease Control and Prevention, Mental Health: http://www.cdc.gov/mentalhealth
National Association of School Psychologists: http://www.nasponline.org
National Institute for Mental Health: http://www.nimh.nih.gov
Trevor Project: http://thetrevorproject.org
U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: http://www.samhsa.gov

Policy
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revised: November 7, 2017
revised: February 5, 2019

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

SUSPENSION AND EXPULSION/DUE PROCESS

The Board of Trustees desire to provide district students access to educational opportunities in an orderly school environment **that**~~. The board has established policies and standards of behavior in order to promote learning and~~ protects **their** safety **and security, ensures their** ~~and~~ **welfare and** well-being**, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district** ~~of all~~ students **and the disciplinary process for addressing violations of those standards, including suspension and/or expulsion.** ~~When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.~~

(cf. 5131 – Conduct)
(cf. 5131.1 – Bus Conduct)
(cf. 5131.2 – Bullying)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds

2. While going to or coming from school

3. During the lunch period, whether on or off the school campus

(cf. 5112.5 - Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

~~*(cf. 1020 - Youth Services)*~~
(cf. 5138 - Conflict Resolution/Peer Mediation)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 5144 - Discipline)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in grades K-3 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

(cf. 5131.7 - Weapons and Dangerous Instruments)

2. Selling or otherwise furnishing a firearm

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

3. Brandishing a knife at another person

4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058

5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4

6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct

2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in **an open** ~~public~~ session **of a Board meeting**.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

~~Student~~ Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and**/or** expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

(cf. 5119 - Students Expelled from Other Districts)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Disabilities))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall **maintain** ~~annually present to the Board a report of the~~ outcome data **related to student suspensions and expulsions in accordance with** ~~which the district is required to collect pursuant to~~ Education Code 48900.8 and 48916.1, including**, but not limited to,** the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. **For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.**

~~The report shall be disaggregated by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, foster youth, and students with disabilities. The report also shall include information about whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.~~

~~*(cf. 0460 - Local Control and Accountability Plan)*~~

~~The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.~~

In presenting ~~T~~the report **to the Board, the Superintendent or designee** shall ~~be~~ disaggregated **data on suspensions and expulsions** by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, **students with disabilities,** foster youth, and **homeless** students. ~~with disabilities.~~ **Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine** ~~The report also shall include information about~~ whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

Legal Reference continued: (see next page)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Legal Reference: (continued)

EDUCATION CODE
212.5 Sexual harassment
233 Hate violence
1981-1981.5 Enrollment of students in community school
8239.1 Prohibition against expulsion of preschool student
17292.5 Program for expelled students
32261 Interagency School Safety Demonstration Act of 1985
35145 Open board meetings
35146 Closed sessions (regarding suspensions)
35291 Rules (for government and discipline of schools)
35291.5 Rules and procedures on school discipline
48645.5 Readmission; contact with juvenile justice system
48660-48667 Community day schools
48853.5 Foster youth
48900-48927 Suspension and expulsion
48950 Speech and other communication
48980 Parental notifications
49073-49079 Privacy of student records
52052 Numerically significant student subgroups
52060-52077 Local control and accountability plan
64000-64001 Consolidated application
CIVIL CODE
47 Privileged communication
48.8 Defamation liability
CODE OF CIVIL PROCEDURE
1985-1997 Subpoenas; means of production
GOVERNMENT CODE
11455.20 Contempt
54950-54963 Ralph M. Brown Act
HEALTH AND SAFETY CODE
11014.5 Drug paraphernalia
11053-11058 Standards and schedules
LABOR CODE
230.7 ***Employee time off to appear in school on behalf of a child*** ~~*Discharge or discrimination against employee for taking time off to appear in school on behalf of a child*~~
PENAL CODE
31 Principal of a crime, defined
240 Assault defined
241.2 Assault fines
242 Battery defined
243.2 Battery on school property
243.4 Sexual battery
245 Assault with deadly weapon
245.6 Hazing
261 Rape defined
266c Unlawful sexual intercourse
286 Sodomy defined
288 Lewd or lascivious acts with child under age 14
288a Oral copulation
289 Penetration of genital or anal openings

Legal Reference continued: (see next page)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Legal Reference: (continued)
417.27 Laser pointers
422.55 Hate crime defined
422.6 Interference with exercise of civil rights
422.7 Aggravating factors for punishment
422.75 Enhanced penalties for hate crimes
626.2 Entry upon campus after written notice of suspension or dismissal without permission
626.9 Gun-Free School Zone Act of 1995
626.10 Dirks, daggers, knives, razors or stun guns
868.5 Supporting person; attendance during testimony of witness
WELFARE AND INSTITUTIONS CODE
729.6 Counseling
UNITED STATES CODE, TITLE 18
921 Definitions, firearm
UNITED STATES CODE, TITLE 20
1415(k) Placement in alternative educational setting
7151 Gun free schools
UNITED STATES CODE, TITLE 42
11432-11435 Education of homeless children and youths
COURT DECISIONS
T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267
Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421
Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H., (2001) 85 Cal.App.4th 1321
Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182
Garcia v. Los Angeles Board of Education (1991) 123 Cal.App.3d 807
John A. v. San Bernardino School District (1982) 33 Cal. 3d 301
ATTORNEY GENERAL OPINIONS
84 Ops.Cal.Atty.Gen. 146 (2001)
80 Ops.Cal. Atty.Gen. 348 (1997)
80 Ops.Cal.Atty.Gen. 91 (1997)
80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources:
~~*CSBA PUBLICATIONS*~~
~~*Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011*~~
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
WEB SITES
CSBA: http://www.csba.org
California Attorney General's Office: http://www.caag.state.ca.us
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education: Office for Civil Rights
http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf
U.S. Department of Education, Office of Safe and ***Healthy Students:*** ~~*Drug-Free Schools:*~~
http://www2.ed.gov/about/offices/list/oese/oshs ~~*osdfs/index.html*~~

Policy
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WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

SUSPENSION AND EXPULSION/DUE PROCESS

Definitions

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Board of Trustees for students of the same grade level

2. Referral to a certificated employee designated by the principal to advise students

3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. ~~Removal from a particular class shall not occur more than once every five school days.~~

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

~~*Day* means a calendar day unless otherwise specifically provided. (Education Code 48925)~~

~~*School day* means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)~~

~~*Student* includes a student's parent/guardian or legal counsel. (Education Code 48925)~~

~~*Principal's designee* means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)~~

~~*School property*, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(s))~~

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. (Education Code 48900.1, 48980)

(cf. 5144 - Discipline)
(cf. 5145.6 - Parental Notifications)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Grounds for Suspension and Expulsion: Grades K-12

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows:

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

~~A student may be subject to suspension or expulsion when it is determined that he/she:~~

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(a) and (t))

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))

(cf. 5131 - Conduct)
(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))

~~*(cf. 3513.4 - Drug and Alcohol Free Schools)*~~
(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid, substance or material and represented same as controlled substance, alcohol beverage, or intoxicant. (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion. (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property. (Education Code 48900(f))

7. Stole or attempted to steal school property or private property. (Education Code 48900(g))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, **except that** ~~T~~this restriction shall not prohibit a student from using or possessing his/her own prescription products. (Education Code 48900(h))

(cf. 5131.62 – Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity. (Education Code 48900(i))

10. Unlawfully possessed, ~~or unlawfully~~ offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))

~~*(cf. 5131.4 – Student Disturbances)*~~

11. Knowingly received stolen school property or private property. (Education Code 48900(l))

12. Possessed an imitation firearm (**Education Code 48900(m))**

~~, i.e.,~~ ***Imitation firearm*** **means** a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))

14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness. (Education Code 48900(o))

15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. (Education Code 48900(p))

16. Engaged in, or attempted to engage in, hazing ~~as defined in Penal Code 245.6.~~ (Education Code 48900(q))

Hazing mean a method of initiation or pre-initiation into a student organization or body**, whether or not the organization or body** is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. *Hazing* does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. **(Education Code 48900(r))**

Bullying shall include any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 **below in items #1-3 of "Additional Grounds for Suspension and Expulsion: Grades 4-12,"** ~~(items #20-22 below)~~, that has any of the effects described above on a reasonable student.

Electronic act means the **creation or** transmission **communication originated on or off the school site,** ~~of communication,~~ including, but not limited to, a message, text, sound, image, or post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creat**ion**~~ing~~ **of** a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above. **(Education Code 48900(r))**

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)
(cf. 5131.2 - Bullying)
(cf. 6163.4 – Student Use of Technology)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education under Section 504)

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

19. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

    A *terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person, or property damage in excess of $1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: Grades 4-12

Any student in grades 4-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

   Sexual harassment means that conduct, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

   Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating **a victim, interfering** ~~another person, interfering~~ with the exercise of a ~~person's~~ **victim's** civil rights, or damaging a ~~person's~~ **victim's** property because of the ~~person's~~ **victim's** race, ethnicity, religion, nationality, disability, **gender,** gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's associat**ioned** with a person or group with one of more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 5145.9 - Hate-Motivated Behavior)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

Suspension from Class by a Teacher

A teacher may suspend a student, including a grade K-3 student, from class for the remainder of the day and the following day for disruption, willful defiance, or any of the other acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: Grades K-12" above. (Education Code 48910)

When suspending a student from ~~his/her~~ class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been removed. (Education Code 48910)

As soon as possible **after the teacher decides to suspend the student,** ~~the teacher shall~~ **he/she shall** ask the student's parent/guardian to attend a parent-teacher conference regarding **suspension.** ~~the removal.~~ A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of **the suspension** ~~removal~~ without the approval of the teacher of the class and the principal **or designee.** (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of ~~removal~~ **suspension**. However, ~~if~~ a student ~~is~~ assigned to more than one class per day **may continue to attend,** ~~he/she may be placed in any~~ other regular classes except those held at the same time as the class from which **he/she was suspended.** ~~the student was removed.~~ (Education Code 48910)

The teacher of any class from which a student is ~~removed~~ **suspended** may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

~~Pursuant to Board policy, a teacher may provide that the parent/guardian of a student whom the teacher has removed attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1)~~

~~This notice shall also:~~

~~1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date~~

~~2. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student~~

~~3. Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1~~

~~A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school under the jurisdiction of the Superintendent or principal or within any other school district, including but not limited to the following circumstances: (Education Code 48900)~~

~~1. While on school grounds~~
~~2. While going to or coming from school~~

~~*(cf. 5131.1 - Bus Conduct)*~~

~~3. During the lunch period, whether on or off the school campus~~

~~*(cf. 5112.5 - Open/Closed Campus)*~~

~~4. During, going to, or coming from a school-sponsored activity~~

~~The Superintendent or principal may use his/her discretion to provide alternatives to suspension or expulsion for a student subject to discipline under this administrative regulation, including, but not limited to, counseling and an anger management program. (Education Code 48900(r))~~

~~*(cf. 5138 - Conflict Resolution/Peer Mediation)*~~
~~*(cf. 5113.1 - Truancy)*~~

~~Alternatives to suspension or expulsion shall be used with students who are truant, tardy, or otherwise absent from assigned school activities.~~

~~*(cf. 5113 - Absences and Excuses)*~~

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

~~*(cf. 5113.1 - Truancy)*~~

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

~~In addition,~~ ~~t~~**T**he Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity **to have committed any of the acts listed in the Board policy under "Authority to Expel" and for which he/she is required to recommend expulsion.** ~~to be:~~ (Education Code 48915**(c)**)

~~1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence~~

~~2. Brandishing a knife, as defined in Education Code 48915(g), at another person~~

~~3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058~~

~~4. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4~~

~~5. Possession of an explosive as defined in 18 USC 921~~

The Superintendent, principal, or designee may impose a suspension for a first offense if he/she determines that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct in the student. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain them in the student's record. (Education Code 48900.5)

(cf. 5125 - Student Records)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Length of Suspension

The Superintendent, principal or principal's designee may suspend a student from school for not more than five consecutive school days. ~~unless the suspension is extended pending expulsion.~~ (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year.~~,~~ **However, if a** ~~unless for purposes of adjustment the~~ student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class **for the purpose of adjustment, he/she may be suspended for** ~~in which case suspension shall~~ not ~~exceed~~ **more than** 30 days in ~~any~~ school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. ~~However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion.~~ (Education Code 48903, 48911, 48912)

(cf. 6184 – Continuation Education)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, **presented with** ~~and~~ the **available** evidence against him/her, ~~the student shall be~~ **and** given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

   This conference may be omitted if the **Superintendent,** principal, **or** designee~~, or the Superintendent~~ determines that an emergency situation exists. ~~An emergency situation~~ involv**inges** a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference **and**. ~~T~~**t**he conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. ~~of the school in which the student is enrolled at the time of the misbehavior~~. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. **(Education Code 48911)**

3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911)

   This notice shall state the specific offense committed by the student. (Education Code 48900.8)

   In addition, the notice may state the date and time when the student may return to school. ~~If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.~~

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may **request a** meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

   If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

   ~~While the parent/guardian is required to respond without delay to a request for a conference about a student's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend. (Education Code 48911)~~

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision**, provided the following requirements are followed**: (Education Code 48911(g))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

(cf. 6173 - Education for Homeless Children)

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

Suspension by the Board

The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12" above and within the limits specified in "Suspension by Superintendent, Principal or Principal's Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. ~~if any of the acts listed in "Grounds for Suspension and Expulsion" occurred.~~ The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by **registered or** certified mail **or personal service**. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

On-Campus Suspension

A ~~S~~students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school, **students, or staff** may be assigned to **on-campus suspension in** a separate **classroom, building, or site** ~~supervised suspension classroom~~ for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The ~~supervised~~ **on-campus** suspension classroom shall be staffed in accordance with law.

2. The student shall have access to appropriate counseling services.

3. The ~~supervised~~ **on-campus** suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.

4. ~~Each~~ **The** student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to a ~~supervised~~ **on-campus** suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the ~~principal,~~ Superintendent or **principal** ~~designee~~ **determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she** ~~finds that expulsion is inappropriate due to particular~~

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

~~circumstances, the principal or the Superintendent or designee shall~~ recommend a student's expulsion for any of the following acts: (Education Code 48915~~(a)~~)

1. Causing serious physical injury to another person, except in self-defense

2. Possession of any knife ~~as defined in Education Code 48915(g), explosive,~~ or other dangerous object of no reasonable use to the student

3. Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-11058, except **(a)** ~~for~~ the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis**, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician**

4. Robbery or extortion

5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

~~The~~ **Any** student **recommended for expulsion shall be** ~~is~~ entitled to a hearing to determine whether ~~the student~~ **he/she** should be expelled. The hearing shall be held within 30 school days after the ~~principal or~~ Superintendent**, principal,** or designee determines that **the student has committed** ~~one of~~ the act(s) **that form the basis for the expulsion recommendation.** ~~listed under "Grounds for Suspension and Expulsion" has occurred.~~ (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the **regular** school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or his/her parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of his/her right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and his/her parent/guardian shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing

2. Have up to two adult support persons of his/her choosing present in the hearing at the time he/she testifies

3. Have a closed hearing during the time he/she testifies

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.

2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.

3. A copy of district disciplinary rules which relate to the alleged violation.

4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment.

   This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.

   Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

   Nonattorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case, and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing.

7. The opportunity to confront and question all witnesses who testify at the hearing.

8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Additional Notice of Expulsion Hearing for Foster Youth *and Homeless Students*

~~At least 10 days prior to a hearing to determine~~ ~~If a student who is a foster youth as defined under Education Code 48853.5 should be expelled for an offense not requiring a mandatory recommendation for expulsion, the Superintendent or designee shall notify the student's attorney and a representative of an appropriate county child welfare agency.~~

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. ~~If the hearing is pursuant to an offense requiring a mandatory expulsion recommendation, the Superintendent or designee may provide the same notification.~~ **(Education Code 48918.1)**

~~The~~ **Any** notice **for these purposes may** ~~shall~~ be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. **Closed Session:** Notwithstanding ~~the provisions of Government Code 54953 and~~ Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such request is made, the meeting shall be public **to the extent that** ~~unless another student's~~ privacy rights **of other students are not** ~~would be~~ violated. (Education Code 48918~~(c)~~)

   Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student shall also be allowed to attend the closed session. (Education Code 48918(c))

   If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including but not limited to videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20 (Education Code 48918(i))

   Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

   If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: **Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12"** above. (Education Code 48918(h))

   Findings of fact shall be based solely on the evidence at the hearing. ~~While~~ **Although** no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

   In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

   a. Any complaining witness shall be given five days' notice before being called to testify.

   b. Any complaining witness shall be entitled to have up to two adult support persons, including but not limited to, a parent/guardian or legal counsel, present during his/her testimony.

   c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.

   d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.

   e. If one or both support persons are also witnesses, the hearing shall be conducted according to Penal Code 868.5.

   f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

   g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

      (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

      (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.

      (3) The person conducting the hearing may:

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

(b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours

(c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. **Decision ~~Within 40 School Days~~:** The Board's decision on whether to expel a student shall be made within 40 school days after the **student is removed from his/her school of attendance,** ~~conclusion of the hearing,~~ unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918~~(d)~~)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures as apply to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing." including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918 (a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the **expulsion proceeding shall be terminated and the** student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by his/her parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. ~~for a period of one year~~ If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel **or is waived through the signing of a stipulated expulsion agreement**, the final action to expel shall be taken by the Board ~~at a~~ **in** public. ~~meeting.~~ (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

~~If t~~**T**he Board**'s** ~~conducts the hearing and reaches a decision not to expel, this decision shall be~~ **decision is** final. **If the decision is to not to expel,** ~~and~~ the student shall be reinstated immediately. **If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.**

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for an **any** ~~act listed under~~ "mandatory recommendation and mandatory expulsion" **act listed in the section "Authority to Expel" in the accompanying Board policy,** ~~above,~~ this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during the summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

1. Periodic review, as well as assessment ~~of the student~~ at the time of review for readmission

2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, and other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed **above under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12"** ~~in Education Code 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915~~ (Education Code 48900.8)

2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)

3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)

4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)

5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior

2. The seriousness of the misconduct

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following: ~~(Education Code 4891~~

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. **(Education Code 48917)**

2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. **(Education Code 48917)**

3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion:[2] **Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12"** above or violates any of the district's rules and regulations governing student conduct. **(Education Code 48917)**

4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. **(Education Code 48917)**

5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. **(Education Code 48917)**

6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))

7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board of Education. **(Education Code 48917)**

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

~~Right to~~ Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board of Education. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion ~~action~~ **order** is suspended and the student is placed on probation. (Education Code 48919)

If student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board of Education. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notifications to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee ~~also~~ shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance**, or of any student acts involving the**~~. In addition, law enforcement authorities shall be notified regarding any acts by students or nonstudents regarding the~~ possession, sale, or furnishing of firearms, explosives, or **other** dangerous weapons in violation of Education Code 48900(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate ~~city or~~ county **or district** law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems

2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at ~~such a site~~ **any of these**

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

3. Not housed at the school site attended by the student at the time of suspension

(cf. 6158 – Independent Study)
(cf. 6185 - Community Day School)

When the placement described above is not available, and when the County Superintendent ~~of Schools~~ so certifies, students expelled for **only** acts described in items #6-**12**~~13~~ ~~and #18-21~~ under "Grounds for Suspension and Expulsion**: Grades K-12**" and **items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12"** above may be ~~instead~~ referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Prior to the date set by the Board for the student's ~~R~~**r**eadmission: ~~procedures shall be as follows:~~

~~1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)~~

~~2~~**1.** The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.

~~3~~**2.** The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session. ~~if information would be disclosed in violation of Education Code 49073-49079.~~ If a written request for open session is received from the parent/guardian or adult student, it shall be honored **to the extent that privacy rights of other students are not violated**.

43. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding re-admission.

~~5~~**4.** The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

~~6~~5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. ~~(Education Code 48916)~~

~~7~~6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The Board shall maintain a record of each **suspension and** expulsion, including the specific cause**(s).** ~~of the expulsion. The expulsion record shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon receipt of a written request by the admitting school.~~ (Education Code 48900.8) ~~48918(k))~~

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)
~~(cf. 5125 - Student Records)~~

~~**Authority to Expel**~~

~~A student may be expelled only by the Board. The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion."~~

~~The Board may also order a student expelled for any of the acts listed above under "Grounds for Suspension and Expulsion" upon recommendation by the principal, Superintendent,~~

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

~~hearing officer or administrative panel, based on either or both of the following finding(s): (Education Code 48915(b) and (e))~~

~~1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct~~

~~2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others~~

Regulation
approved: September 4, 2007
revised: October 20, 2009
revised: December 7, 2010
revised: August 19, 2014
revised: May 19, 2015
revised: October 20, 2015
revised: February 5, 2019

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

AGENDA/MEETING MATERIALS

The Board of Trustees meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning.

~~Board of Trustees meeting~~ **Each** agendas shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)
(cf. 9321- Closed Session Purposes and Agendas)

~~The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. The agenda shall also provide members of the public an opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)~~

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. However, the agenda need not provide an opportunity for public comment when the agenda item has previously been considered at an open meeting of a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item at that meeting and that the item has not been substantially changed since the committee considered it. (Government Code 54954.3)

(cf. 9323 - Meeting Conduct)

Each ~~meeting~~ agenda **for a regular Board meeting** shall list the address designated by the Superintendent or designee for public inspection of ~~agenda~~ documents **related to an open session item** that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

The agenda shall **include information regarding how, when, and to whom a request should be made if** ~~specify that~~ an individual ~~should contact the Superintendent or designee in writing, if he/she~~ requires disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting. **(Government Code 54954.2)**

Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting. ~~Each agenda shall reflect the district's vision and goals and the Board's focus on student learning.~~

~~*(cf. 0000 - Vision)*~~
~~*(cf. 0200 - Goals for the School District)*~~

AGENDA/MEETING MATERIALS (continued)

(cf. 9121 - President)
(cf. 9122 - Secretary)

Any Board member or any member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request ~~must~~ **shall** be **submitted** in writing ~~and be submitted~~ to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request **from a member of the public** is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, **before placing the item on the agenda,** the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation. ~~before placing the item on the agenda.~~

If the board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

The Board president and Superintendent shall **also** decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item, subject to Board vote~~,~~ **or** an information item that does not require immediate action. ~~, or a consent item that is routine in nature and for which no discussion is anticipated.~~

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item that has not been previously considered. (Government Code 54954.3)

Any Board action that involves borrowing $100,000 or more shall be discussed, considered and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

(cf. 9323.2 - Actions by the Board)

AGENDA/MEETING MATERIALS (continued)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 – Williams Uniform Complaint Procedures)
(cf. 3320 - Claims and Actions Against the District)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

~~**Consent Agenda/Calendar**~~

~~In order to promote efficient meetings, the Board may bundle a number of items and act upon together by a single vote through the use of a consent agenda. Consent agenda items shall be items of a routine nature and items for which Board discussion is anticipated and for which the Superintendent recommends approval.~~

~~When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.~~

~~The agenda shall provide an opportunity for members of the public to comment on any consent agenda item that has not been previously considered. However, the agenda need not provide an opportunity for public comment when the consent agenda item has previously been considered at an open meeting of a committee comprised exclusively of all the Board members provided that members of the public were afforded an opportunity to comment on the item at that meeting, unless the item has been substantially changed since the committee considered it. (Government Code 54954.3)~~

Agenda Dissemination to Board Members

At least ~~three days~~ **72 hours** before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, ~~citizens~~ and others; and other available documents pertinent to the meeting.

When special meetings are called, **Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)** ~~the Superintendent and president shall make every effort to distribute the agenda and supporting materials to Board members as soon as possible before the meeting.~~

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not,

AGENDA/MEETING MATERIALS (continued)

outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

(cf. 9012 - Board Member Electronic Communications)

Agenda Dissemination to Members of the Public

Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public Records Act and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public. (Government Code 54957.5)

~~The Superintendent or designee shall mail a copy of the agenda, or a copy of all the documents constituting the agenda packet, to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)~~

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

In addition, the Superintendent or designee shall post the agenda on the homepage of the district web site. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the web site with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. ~~, provided the document is a public record under the Public Records Act. The Superintendent or designee may also post the document on the district's web site in a position and manner that makes it clear that the document relates to an agenda item for an upcoming meeting.~~ (Government Code 54957.5)

~~*(cf. 1113 - District and School Web Sites)*~~
~~*(cf. 1340 - Access to District Records)*~~

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

AGENDA/MEETING MATERIALS (continued)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Legal Reference: (see next page)

AGENDA/MEETING MATERIALS (continued)

Legal Reference:

EDUCATION CODE
35144 Special meetings
35145 Public meetings
35145.5 Right of public to place matters on agenda
GOVERNMENT CODE
6250-6270 Public Records Act
53635.7 Separate item of business
54954.1 Mailed agenda of meeting
54954.2 Agenda posting requirements; board actions
54954.3 Opportunity for public to address legislative body
54954.5 Closed session item descriptions
54956.5 Emergency meetings
54957.5 Public records
54960.2 Challenging board actions; cease and desist
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.160 Effective communications
36.303 Auxiliary aids and services
COURT DECISIONS
Mooney v. Garcia, (2012) 207 Cal.App.4th 229
Caldwell v. Roseville Joint Union High School District, 2007 U.S. Dist. LEXIS 66318

Management Resources:

CSBA PUBLICATIONS
Call to Order: A Blueprint for Great Board Meetings, 2010
The Brown Act: School Boards and Open Meeting Laws, rev. 2009
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies,, rev. 2003
WEB SITES
CSBA: http://www.csba.org
California Attorney General's Office: http://www.caag.state.ca.us

Bylaw
adopted: October 20, 2009
revised: October 7, 2014
revised: February 5, 2019

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

MINUTES AND RECORDINGS

The Board of Trustees recognizes that maintaining accurate minutes of Board meetings ~~and~~ helps foster public trust in Board governance provides a record of Board actions for use by district staff and the public.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9323 - Meeting Conduct)

The secretary of the Board of Trustees shall keep minutes and record all official Board actions. The Board's minutes shall be public records and shall be made available to the public upon request. (Education Code 35145, 35163)

(cf. 1340 - Access to District Records)
(cf. 9122 - Secretary)
(cf. 9323.2 - Actions by the Board)

The minutes **of the Board** shall **include, but not limited to:** ~~reflect which members are present and whether a member is not present for part of the meeting due to late arrival and/or early departure.~~

1. **A notation of which Board members are present, in person or by teleconference, and whether a member is not present for part of the meeting due to late arrival and/or early departure**

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)
(cf. 9320 - Meetings and Notices)

2. **A brief summary of the Board's discussion on each agenda topic, rather than a verbatim record of each Board member's specific points of view during the discussion**

3. **A summary of the public comments made on agendized items and unagendized topics**

4. **The specific language of each motion and the names of the Board members who made and seconded the motion**

5. **Preferential votes cast by student Board member(s) (Education Code 35012)**

(cf. 9150 - Student Board Members)

6. **Any action taken by the Board, and the vote or abstention on that action of each Board member present (Education Code 35145; Government Code 54953)**

~~In order to ensure that the minutes are focused on Board action, the minutes shall include only a brief summary of the Board's discussion, but shall not include a verbatim record of the~~

MINUTES AND RECORDINGS (continued)

~~Board's discussion on each agenda topic or the names of Board members who made specific points during the discussion.~~

~~The minutes shall include the specific language of each motion and the names of the Board members who made and seconded the motion.~~

~~The minutes shall also report any action taken and the vote or abstention on that action of each member present. (Government Code 54953)~~

~~The minutes shall reflect the names of those individuals who comment during the meeting's public comment period as well as the topics they address.~~

Upon request by a student's parent/guardian, or by the student if age 18 or older, the minutes shall not include the student's or parent/guardian's address, telephone number, date of birth, or email address, or the student's name or other directory information as defined in Education Code 49061. The request to exclude such information shall be made in writing to the secretary or clerk of the Board. (Education Code 49073.2)

(cf. 5125.1 - Release of Directory Information)

The Board agenda shall include a statement of the option and process for students and parents/guardians to request that such information be excluded from the minutes.

The Superintendent or designee shall distribute a copy of the "unapproved" minutes of the previous meeting(s) with the agenda for the ~~next~~ **first** regular meeting **of the month**. The Board shall approve the minutes as circulated or with necessary amendments.

Upon approval by the Board, the minutes shall be signed by the Board President and Board Clerk

Official Board minutes and recordings shall be stored in a secure location and shall be retained in accordance with law.

(cf. 3580 - District Records)

Any minutes or recordings kept for Board meetings held in closed session shall be kept separate from the minutes or recordings of regular and special meetings. Minutes or recordings of closed sessions are not public records. (Government Code 54957.2)

(cf. 9321.1 - Closed Session Actions and Reports)

MINUTES AND RECORDINGS (continued)

Recording or Broadcasting of Meetings

The district may tape, film, **stream,** or broadcast any open Board meeting. **At the beginning of the meeting,** ~~T~~the Board president shall announce that a recording or broadcasting is being made at the direction of the Board **and th**at the **recording or broadcast may capture images and sounds of those attending** ~~beginning of~~ the meeting. ~~and,~~ ~~a~~As practicable, the recorder or camera shall be placed in plain view of meeting participants.

Any district recording may be erased or destroyed 30 days after the meeting. Recordings made at the direction of the Board during a meeting are public records and, upon request, shall be made available for inspection by members of the public on district equipment without charge. (Government Code 54953.5)

Legal Reference:

EDUCATION CODE
35012 Number of members; terms; student board members
35145 Public meetings
35163 Official actions, minutes and journals
35164 Vote requirements
49061 Student records; definitions
49073.2 Privacy of student and parent/guardian personal information
GOVERNMENT CODE
54952.2 Meeting defined
54953 Meetings
54953.5 Audio or video recording of proceedings
54953.6 Broadcasting of proceedings
54957.2 Closed sessions; clerk; minute book
54960 Violations and remedies
PENAL CODE
632 Unlawful to intentionally record a confidential communication without consent of
CODE OF REGULATIONS, TITLE 5
16020-16027 Classification and retention of records

Management Resources:

CSBA PUBLICATIONS
Call of Order: A Blueprint for Great Board meetings, 2015
*The Brown Act: School Boards and Open Meeting Laws, rev. **2014** ~~2009~~*
Guide to Effective Meetings, rev. 2007
WEB SITES
*CSBA, Agenda Online: **http://www.agendaonline.com** ~~http://www.csba.org~~*

Bylaw
adopted: September 4, 2007
revised: June 2, 2015
revised: February 5, 2019

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California