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

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

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

	STUDENT ENROLLMENT		
School	**2016-17 CALPADS**	**1/1/2018**	**2/1/2018**
Sheridan Elementary (K-5)	67	52	54
First Street Elementary (K-5)	433	431	437
Carlin C. Coppin Elementary (K-5)	434	433	433
Creekside Oaks Elementary (K-5)	623	621	631
Twelve Bridges Elementary (K-5)	621	649	654
Foskett Ranch Elementary (K-5)	454	423	430
Lincoln Crossing Elementary (K-5)	659	647	650
Glen Edwards Middle School (6-8)	892	891	902
Twelve Bridges Middle School (6-8)	765	761	767
Lincoln High School (9-12)	1,832	1,926	1,922
Phoenix High School (10-12)	73	79	82
SDC Program (18-22)		10	10
TOTAL	**6853**	**6,923**	**6,972**

SDC Pre-School

Foskett Ranch	20
First Street/LIP	69
Carlin C. Coppin	0

ATLAS Program 28

Parent Education
Continuing Educ. Classes

GLOBAL DISTRICT GOALS

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

Western Placer Unified School District

Regular Meeting of the Board of Trustees

February 20, 2018

Phoenix High School – Room 2 and 3

870 J Street, Lincoln, CA 95648

AGENDA

2017-2018 Goals & Objectives (G & 0) for the Management Team: Component I: Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

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

6:15 P.M. START

1. **CALL TO ORDER** – Phoenix High School – Room 2 and 3

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.

6:20 P.M.

3. **CLOSED SESSION** – Phoenix High School – Room 7

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 REAL PROPERTY NEGOTIATOR

Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)

3.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

3.4 PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

Approve Resolution No. 17/18.16 Authorizing the Release of Temporary Certificated Employees

Roll call vote:

7:00 P.M.

4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – Phoenix High School, Room 2 and 3

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

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

4.2 ***Page 10*** **- CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)

4.3 ***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

4.4 ***Page 12*** **- PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release
Approve Resolution No. 17/18.16 Authorizing the Release of Temporary Certificated Employees

5. **SPECIAL ORDER OF BUSINESS**

5.1 ***Page 14*** – Phoenix High School will be featured

6. ***Page 17-29*** **- CONSENT AGENDA**

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

6.1 Certificated Personnel Report
6.2 Classified Personnel Report
6.3 Disposal of Surplus Items
6.4 Ratification of Contract with Athletic Sports Signs and Western Placer Unified School District – Lincoln High School Athletic Department
6.5 Ratification of Right of Entry Agreement with LB/L-Suncal Lincoln Crossing LLC, for New Elementary School Site in Lincoln Crossing South Area

Roll call vote:

7. **COMMUNICATION FROM THE PUBLIC**

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8. REPORTS & COMMUNICATION

- Lincoln High School Student Advisory – Rebecca Luy
- Western Placer Teacher's Association – Tara Jeane
- Western Placer Classified Employee Association – Gus Nevarez
- Superintendent - Scott Leaman

9. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

9.1 Information/ Discussion *Page 31* – **MUTUAL ADDITIONAL SUNSHINE FOR NEGOTIATIONS REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE WESTERN PLACER TEACHER'S ASSOCIATION – Simon** *(17-18 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 present at a public meeting of the District. This is commonly referred to as "Sunshining" the proposals.

9.2 Information/ Discussion *Page 33* – **SUNSHINE FOR NEGOTIATIONS REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #741 – Simon** *(17-18 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. This is commonly referred to as "Sunshining" the proposals.

9.3 Discussion/ Action *Page 36* –**CONSIDER APPROVAL OF THE 2018-19 AND 2019-2020 WESTERN PLACER UNIFIED SCHOOL DISTRICT CALENDAR: TENTATIVE AGREEMENT – Simon** *(16-17 G & O Component I, II, III, IV, V)*

- A tentative agreement has been reached between WPUSD and WPTA on the portion of Article XV – Work Year for the calendar years of 2018-2019 and 2019-2020. The agreement has been ratified by the WPTA membership.

9.4 Action *Page 38* –**APPROVAL OF LOW BIDDER FOR DISTRICT-WIDE BROADBAND AND ETHERNET SERVICE E-RATE YEAR 2018 (YEAR 21) – Kilpatrick** *(16-17 G & O Component I, II, III, IV, V)*

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

9.5 Action *Page 75* - **ADOPTION OF REVISED/NEW POLICIES/EXHIBITS/ REGULATIONS – Leaman** *(17-18 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/E 3515.7 Firearms on School Grounds
- BB 9150 Student Board Members

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.

10.2 BOARD MEMBER REPORTS/COMMENTS

11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➢**March 6, 2018** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

➢**March 20, 2018** 7:00 P.M., Regular Meeting of the Board of Trustees – Creekside Oaks School, 2030 First Street, Lincoln

12. ADJOURNMENT

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

Posted: 021518
h:\wpfiles\board\agenda\022018

DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY

Western Placer Unified School District
CLOSED SESSION AGENDA

Place: **Phoenix High School – Room 7**
Date: **Tuesday, February 20, 2018**
Time: **6:15 P.M.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

8. PERSONNEL

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

9. CONFERENCE WITH LABOR NEGOTIATOR

10. STUDENTS

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

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

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

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

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

AGENDA ITEM AREA:
Disclosure of action taken in closed session

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 20, 2018

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 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 20, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustee will disclose any action taken in closed session in regard the Lincoln Crossing South Site and Adjacent Property (APN(s): 327-010-014(9.4 acres), 327-010-012 (5.2 acres))

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

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SUBJECT:
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

AGENDA ITEM AREA:
Disclosure of Action Taken in Closed Session

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

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 20, 2018

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.

DISTRICT GLOBAL GOALS

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

SUBJECT:
Employee Discipline/Dismissal/Release
Approve Closed Session Resolution No. 17/18.16
Authorizing the Release of Temporary
Certificated Employees

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Gabe Simon
Assistant Superintendent of
Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General

MEETING DATE:
February 20, 2018

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 2017-2018 school year.

RECOMMENDATION:

Administration recommends the Board of Trustees approve Closed Session Resolution No. 17/18.16 authorizing the release of Certificated Temporary Employees. Disclose action taken in closed session.

SPECIAL

ORDER

OF

BUSINESS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
Featured School:
Phoenix High School

AGENDA ITEM AREA:
Special Order of Business

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 20, 2018

ROLL CALL VOTE:
No

BACKGROUND:

Phoenix High School will share a short presentation to the Board of Trustees.

RECOMMENDATION:

Administration recommends the Board of Trustees enjoy the presentation.

wp/rk/PPPfactform

Chuck Whitecotton
Principal

PHOENIX HIGH SCHOOL
BOARD PRESENTATION
AGENDA
2/20/18

1. Welcome

2. School Highlights
a. What does it mean to be part of Phoenix High?

3. Student Presentations

790 J Street, Lincoln, California 95648
(916) 645-6395

CONSENT

AGENDA

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Certificated Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Gabe Simon
Assistant Superintendent of Personnel Services

65

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
Categorical/General

MEETING DATE:
February 20, 2018

ROLL CALL REQUIRED:

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

PERSONNEL REPORT

February 20, 2018

CERTIFICATED/MANAGEMENT

NEW TEMP HIRES:

1. Name: Kenneth Higginson
   FTE: 1.0
   Position: Temporary Science Teacher
   Effective Date: January 18, 2018
   Site: Glen Edwards Middle

RESIGNATION:

1. Name: Jamie Cruice
   FTE 1.0
   Position: Fourth Grade Teacher
   Effective Date: June 30, 2018
   Site: Lincoln Crossing Elem

2. Name: Timothy Kerrigan
   FTE: 1.0
   Position: Middle School Teacher
   Effective Date: March 1, 2018
   Site: Glen Edwards Middle

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Classified Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Gabriel Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

MEETING DATE:
February 20, 2018

ROLL CALL REQUIRED:

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT

February 20, 2018

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. Name: Colleen Hill
   Position: Campus/Cafeteria Supervisor
   Salary: CSEA, Range 13, Step A
   Hours: 2 Hours/5 Days a week
   Days: 10 Months/Year
   Effective: 2/8/18
   Site: Twelve Bridges Middle
   Replacement

TRANSFERS/PROMOTIONS:

1. Name: Connie Contreras
   Position: Campus/Café Supervisor
   Hours: 30 Minutes/5 Days a week
   Site: First Street School
   Days: 10 Months/Year
   Effective: 2/8/18

RESIGNATIONS:

1. Name: Christina Castillo
   Position: Paraprofessional Aide
   Hours: 5.66 Hour/5 Days a week
   Site: Foskett Ranch Elementary
   Days: 10 Months/Year
   Effective: 3/2/18

2. Name: Ryan Hansen
   Position: Custodian/Groundsman
   Hours: 8 Hour/5 Days a week
   Site: Glen Edwards Middle
   Days: 12 Months/Year
   Effective: 3/2/18

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:
Disposal of Surplus Items

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent of Business Services

ENCLOSURES:
No

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
General Fund

MEETING DATE:
February 20th, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

Board Policy 3270 provides that the Board of Trustees may authorize the disposal of surplus equipment when the equipment becomes unusable, obsolete or no longer needed. Administrative Regulation 3270 provides the process for selling surplus or obsolete property through a number of methods. If the property value is insufficient to defray the costs to arrange a sale, the Board may unanimously approve that property be donated to a charitable organization deemed appropriate by the Board or may be disposed of by dumping (EC 17546)

The attached list of items from Technology and Maintenance have been determined to be unusable, obsolete or no longer needed and the district desires to sell the Technology items online through E-Waste For Good and The Public Group, LLC., which are both designed to ensure compliance with state regulations and policies. If items on the list do not sell or the cost to sell exceeds the estimated value, they will be disposed of by donation or dumping.

Per Education Code 17547, money received from the sale of surplus property shall be either deposited in the district reserve or general fund or credited to the fund from which the original purchase was made (for example Building Fund or Facilities Fund).

RECOMMENDATION:

Administration recommends the Board of Trustees declare the attached list of items as surplus, authorize the disposal and/or sale of the items and authorize the removal of these items from the fixed assets inventory list if applicable.

Surplus Items

Technology Items	Value	Location
4 Cameras	Dispose	Technology
1 Cell Phone	Dispose	Technology
4 Chromebooks	Dispose	Technology
134 Desktop Computers	Dispose	Technology
1 Docking Station	Dispose	Technology
4 Faxes	Dispose	Technology
1 Hard Drive	Dispose	Technology
7 Laptops	Dispose	Technology
48 Monitors	Dispose	Technology
1 Desktop Phone	Dispose	Technology
46 Printers	Dispose	Technology
13 Projectors	Dispose	Technology
1 Rack Server	Dispose	Technology
5 Scanners	Dispose	Technology
5 Servers	Dispose	Technology
1 Shredder	Dispose	Technology
9 Switches	Dispose	Technology
3 Tablets	Dispose	Technology
2 Transmitters	Dispose	Technology
1 TV	Dispose	Technology

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 Athletic Sports Signs and Western Placer Unified School District – Lincoln High School Athletic Department

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Donation Revenue – LHS

MEETING DATE:

February 20th, 2018

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for Athletic Sports Signs to produce sports advertising signs on the appropriate fields and front entrance for Lincoln High School Athletic Department. Athletic Sports Signs will produce 7-9 field signs per season to promote and provide the athletic department with yearly funds. The Lincoln High School Athletic Department will receive $3,000.00 a year from Athletic Sports Signs. The contract is for the 2018-19 school year.

RECOMMENDATION:

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

CORPORATE OFFICE
1010 CRENSHAW BLVD #240
TORRANCE, CA 90501
Phone: 1-800-901-4998

1647 Willow Pass Rd. #265
Concord, CA 94520
Phone: 925-849-0033

1250 A Fairmont Dr. #431
San Leandro, CA 94578
Phone: 925-849-0033

13389 Folsom Blvd. #300-164
Folsom, CA 95630
Phone: 916-581-0800

1237 Victoria Ave. #414
Oxnard, CA 93035
Phone: 805-941-0100

928 North San Fernando Rd. #J116
Burbank, CA 91504
Phone: 818-330-8222

1007 B West College Ave. #139
Santa Rosa, CA 95401
Phone: 707-797-0333

2604-B El Camino Real #340
Carlsbad, CA 92008
Phone: 760-640-0033

3505 Sonoma Blvd. #20-224
Vallejo, CA 94590
Phone: 707-797-0333

1105 South Euclid St. #D156
Fullerton, CA 92832
Phone: 949-930-9222

SCHOOL:

SCHOOL NAME: Lincoln High School

DATE: 1/31/18

ADDRESS: 790 J Street

ATHLETIC DIRECTOR: Donna Tofft -AD / Mike Maul - VP

CITY: Lincoln

NUMBER: 916.645.6360 Ext 104

STATE: CA

ZIP: 95648

EMAIL: mmaul@wpusd.k12.ca.us / dtofft@wpusd.k12.ca.us / akilpatrick@wpusd.k12.ca.us

WHERE BUSINESS AND SCHOOLS MEET ON THE FIELD

This is to confirm an long term agreement between Athletic Sports Signs and the School's Athletic Department. Will produce sports advertising signs on the appropraite fields and front entrance signs for schools the athletic department. Athletic Sports Signs Inc. is secondary to all teams booster clubs and team sponsorship efforts.

TERMS AND CONDITIONS: 2018-2019 School Years (1) Year Contract

1. Company will produce 7-9 Field/Stadium Signs per season to promote and also provide the athletic department with yearly funds. In addition a scholarship fund will be given to the athletic department office yearly to dispense at their discretion.
2. **(3) 4x50** foot stadium/school banners & **(8) 4x12** foot full color signs per year, that the company will produce for the athletic department or school functions.
3. The athletic sign program is at **NO COST** to the school or athletic department.
4. School will provide all logos and furnish access to the field or gym area for company placement of the signs. Otherwise have athletic department hang signs at locations on campus.
5. This is a activity/athletic school contract that will auto renew after one calendar year. 120 day advance notification is required for cancelation.

SCHOOL INFO

SCHOOL COLORS: Royal Blue / Athletic Gold

MASCOT: Fighting Zebras

CIF SECTION: Sac-Joaquin Section

☑ FALL STADIUM ☑ WINTER GYM/COURTS ☑ SPRING FIELD SPORTS

PAYMENTS

TOTAL YEARLY MONEY: $ 1000.00 PAID ON August 10th & March 10th EVERY YEAR.
SCHOLARSHIP FUNDS: $ 1000.00 PAID ON November 10th YEARLY OF THE CONTRACT.

TOTAL YEARLY: $3000.00

ATHLETIC SPORTS SIGNS

X Matthew Storm 1/31/18

SIGNATURE DATE

Authorized Representative: Audrey Kilpatrick - Western Placer Unified School District

X 2/2/18

SIGNATURE Asst Supt of Business Svs and Operations DATE

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:
Ratification of Right of Entry Agreement with LB/L-Suncal Lincoln Crossing LLC, for New Elementary School Site in Lincoln Crossing South Area

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent – Business & Operations

ENCLOSURES:
Yes

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
Measure N Bond Funds

MEETING DATE:
February 20, 2018

ROLL CALL REQUIRED:
Yes

BACKGROUND:

On January 16, 2018, the Board approved Resolution 17/18.11 determining public interest and necessity to acquire real property located at Brentford Circle and Caledon Circle in Lincoln for the new elementary school site in the Lincoln Crossing South area through eminent domain proceedings. The District has filed a case in eminent domain to acquire the property and has an immediate need to enter the property in order to conduct specific studies, testing, and surveys for design and state agencies approvals including California Department of Education, Division of the State Architect, and Department of Toxic Substance Controls.

The Right of Entry Agreement stipulates the District's right to enter the property through a non-exclusive, revocable license in order to conduct the necessary studies, testing, surveys, and other related investigative work, as well as other necessary requirements, conditions, and agreements.

RECOMMENDATION:

Staff recommends the Board of Trustees ratify the Right of Entry Agreement with LB/L-Suncal Lincoln Crossing LLC, for New Elementary School Site in Lincoln Crossing South Area.

RIGHT OF ENTRY AGREEMENT

This RIGHT OF ENTRY AGREEMENT ("Agreement") is entered into as of February 8, 2018, by and between LB/L-SUNCAL LINCOLN CROSSING LLC, a Delaware limited liability company ("Owner") and WESTERN PLACER UNIFIED SCHOOL DISTRICT (the "District"), with reference to the following facts:

RECITALS

A. Owner owns that certain real property located in the City of Lincoln, County of Placer, State of California, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property").

B. The District filed a case in eminent domain to acquire the Property and has an immediate need to enter the Property in order to conduct certain geological, geohazard and environmental investigations, testing and surveying of the Property.

C. The purpose of this Agreement is to set forth the specific terms and conditions upon which Owner will stipulate to the District's entry on the Property and grant to the District the right to enter the Property for the purposes set forth in Recital B above.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, and agreements contained herein, Owner and the District hereby agrees as follows:

1. Right to Enter. Owner hereby stipulates to the District's right to enter, and hereby grants to the District a non-exclusive, revocable license for the District and its agents, representatives, contractors, consultants and subcontractors to enter upon the Property, in order to conduct such reasonable inspections, geological, geohazard, environmental and engineering studies, surveys and other reasonable work related thereto. The license hereby granted shall be automatically revoked upon termination of this Agreement as provided herein.

2. Insurance. The District agrees to maintain, and to cause its consultants and contractors entering the Property to maintain: a) Comprehensive General Liability insurance policy to cover its activities on the Property in an amount of not less than Two Million Dollars ($2,000,000) per occurrence and with a general aggregate of Two Million Dollars ($2,000,000), which insurance shall name Owner as an additional insured; and b) Workers' Compensation in full compliance with local statutes and Employer's Liability Insurance in amount of not less than One Million Dollars ($1,000,000) per illness, injury or incident. Such insurance shall be from carriers that carry a current Bests rating of no less than A- IX. The District shall deliver to Owner a certificate or certificates of insurance evidencing compliance with these insurance requirements prior to entering the Property.

3. Indemnity. The District agrees to indemnify, defend and hold harmless Owner and its affiliates and each of their owners, principals, officers, directors, members, managers, employees and agents from and against any and all claims, losses, liabilities, damages, expenses

or costs arising out of or in connection with, the entry onto the Property by the District or anyone acting by or at the direction of the District or the operations or activities of the District or anyone acting on the District's behalf in relation to the Property. This indemnification shall not apply to matters to the extent arising or resulting from (i) the negligent or willful acts or omissions of Owner, or (ii) any defects in the Property merely discovered by Buyer.

4. Compliance with Laws; No Liens. The District shall (i) fully comply with all laws, ordinances, rules, regulations, orders and requirements applicable to its activities on the Property; (ii) not allow such activities to result in any liens, judgments or other encumbrances being filed or recorded against the Property, and the District shall, at its sole cost and expense, promptly discharge of record any such liens or encumbrances that are so filed or recorded.

5. Removal of Materials; Repair. Immediately prior to or promptly following expiration or termination of the District's right to enter the Property, the District shall (i) remove all equipment and materials belonging to the District or its contractors, (ii) restore and repair, to the best of its ability, any damage to the Property resulting from the activities of the District so that the Property shall be in the same condition that it existed in prior to such activities. The District has deposited $2,900,000 as the amount of alleged probable compensation with the State Treasurer which may be used to compensate Owner for any damage to the Property as a result of the District's activities; provided, however, that any use of such funds for repair and/or restoration shall not automatically reduce the amount awarded to Owner for the taking of the Property pursuant to the eminent domain action.

6. Termination. The rights herein granted are for a term which shall commence upon execution of this Agreement and shall remain in effect until the earlier to occur of the following: (i) July 1, 2018; or (ii) upon written notice by the District that all testing, investigations and surveys requiring entry onto the Property are complete.

7. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, in such other party's sole and absolute discretion, and any attempt to assign this Agreement without such consent shall be null and void.

8. Successors and Assigns; Survival. Subject to Section 7 above, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

"Owner":

LB/L-SUNCAL LINCOLN CROSSING LLC,
a Delaware limited liability company

By: _____
Its: Authorized Signatory

"District"

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____
Its: Asst. Supt of Business Svs and Operations

EXHIBIT A

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 302 AS SHOWN ON THE MAP ENTITLED "LINCOLN CROSSING PHASE 3A - LARGE LOT SUBDIVISION" FILED FOR RECORD IN BOOK "Z" OF MAPS, PAGE 59, PLACER COUNTY RECORDS.

APN: 327-010-014

INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Mutual Additional Sunshine for Negotiations Regarding the Collective Bargaining Agreement Between Western Placer Unified School District and the Western Placer Teacher's Association

AGENDA ITEM AREA:
Information/Discussion

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

ENCLOSURES:
Collective Bargaining: Mutual Sunshine Proposal for WPUSD and WPTA

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 20, 2018

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 Western Placer Teacher's Association and the Western Placer Unified School District will be negotiating a successor agreement during 2017-2018 negotiations.

The District and WPTA's additional sunshine proposal will be presented to the public at our February 20, 2018 meeting in order to allow the members of the public to become informed and have an opportunity to express themselves regarding the proposals. The Board will consider adopting the additional proposal at its March 6, 2018 meeting.

RECOMMENDATION:

Administration recommends the Board of Trustees review the mutual proposal.

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

February 12, 2018

Re: WPUSD and WPTA Additional Sunshine Proposal for Collective Bargaining Negotiations for the 2017-2018 School Year

Based on mutual agreement, the Western Placer Unified School District and the Western Placer Teacher's Association jointly agrees to reopen the following article:

- *Article XVIII, Public and Parental Complaint Procedure*

We look forward to working collaboratively throughout the negotiations process.

Sincerely,

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

Mike Agrippino
WPTA Negotiations Chair

CC: Scott Leaman, Superintendent (Via Email PDF)
Audrey Kilpatrick, Assistant Superintendent of Business Services (Via Email PDF)
Kerry Calahan, Assistant Superintendent of Educational Services (Via Email PDF)
Tara Jeane, WPTA President (Via Email PDF)

Lincoln
All-America City
2006

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

AGENDA ITEM AREA:
Information/Discussion

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

ENCLOSURES:
Collective Bargaining Sunshine Proposals for WPUSD and CSEA Chapter #741

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 20, 2018

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 Chapter #741 and the Western Placer Unified School District will be negotiating during the 2017-2018 school year.

The District and CSEA Chapter #741's proposals will be presented to the public at our February 20, 2018 meeting in order to allow the members of the public to become informed and have an opportunity to express themselves regarding the proposals. The Board will consider approving the initial proposals at the March 6, 2018 meeting.

RECOMMENDATION:

Administration recommends the Board of Trustees review the proposals.

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

Gus Nevarez, CSEA Chapter #741 Labor Relations Representative

Re: WPUSD Sunshine Proposal for Collective Bargaining Negotiations for the 2017-2018 School Year

Dear Gus,

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

- *Article VII: Vacancies/Transfers/Promotions*
- *Article IX: Layoff and Reemployment*

We look forward to working together with the CSEA Chapter #741 Bargaining Team throughout the negotiations process. Please sign below to acknowledge this mutual agreement. Thank you.

Sincerely,

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

2/13/18
Date

CC: Scott Leaman, Superintendent (Via Email PDF)
Audrey Kilpatrick, Assistant Superintendent of Business Services (Via Email PDF)
Kerry Calahan, Assistant Superintendent of Educational Services (Via Email PDF)
Theresa Malsack, CSEA Representative (Via Email PDF)

Lincoln
All-America City
2006

DATE: January 10, 2018

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER #741

TO: WESTERN PLACER UNIFIED SCHOOL DISTRICT

SUNSHINE PROPOSAL FOR CONTRACT NEGOTIATIONS FOR JULY 1, 2017 - JUNE 30, 2018

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

NEW ARTICLE- Catastrophic leave

2-12-18

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Consider Approval of 2018-2019 and 2019-2020 Western Placer Unified School District Calendar: Tentative Agreement

AGENDA ITEM AREA:
Discussion/Action

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

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 20, 2018

ROLL CALL REQUIRED:
Yes

BACKGROUND:

A tentative agreement has been reached between WPUSD and WPTA on the portion of Article XV – Work Year for the calendar years of 2018-2019 and 2019-2020. The agreement has been ratified by the WPTA membership.

RECOMMENDATION:

Administration recommends that the Board of Trustees approve the tentative agreement regarding the District calendars that accompanies this fact sheet.

Tentative Agreement

Tentative agreement has been reached between the Western Placer Unified School District and the Western Placer Teacher's Association on Article XV, Work Year.

The following article has been agreed upon:

Article XV – Work Year 2018-2019 and 2019-2020

2018-2019 School Year

Staff Start Day:	August 13, 2018
Staff Stop Day:	June 7, 2019
Non ADA Days:	August 13, 2018 (1/2 Site, ½ Teacher) August 14, 2018 (District Day) August 15, 2018 (Teacher) October 22, 2018 (District Day)

2019-2020 School Year

Staff Start Day:	August 12, 2019
Staff Stop Day:	June 5, 2020
Non ADA Days:	August 12, 2019 (1/2 Site, ½ Teacher) August 13, 2019 (District Day) August 14, 2019 (Teacher) October 14, 2019 (District Day)

Mike Agrippino
W.P.T.A. Designee

W.P.U.S.D. Designee

2-9-18
Date

2/2/18
Date

2-8-18
Date Ratified by WPTA Members

Date Adopted by Board

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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SUBJECT:
Approval of Low Bidder for District-wide Broadband And Ethernet Service E-Rate Year 2018 (Year 21)

AGENDA ITEM AREA:
Action

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

ENCLOSURES:
Yes

DEPARTMENT:
Business Services

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

MEETING DATE:
February 20, 2018

ROLL CALL REQUIRED:
No

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

Three companies submitted an RFP. Of the three submissions WAVE Communication's proposal was the only proposal that met the RFP requirements. The Ethernet service contract from WAVE Communications provides broadband and Ethernet services district-wide and will also add the Transportation and Maintenance facility.

RECOMMENDATION:

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

RFP Form

RFP 18-100

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

To: Superintendent and Members of the Board of Education

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

Name of Company: WAVE DIVISION Holdings, LLC d/b/a WAVE BUSINESS

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

Tax I.D. Number (Sole Proprietorship Only): 45-0495565

Address: 401 PARK PLACE CENTER
Suite 103
KIRKLAND, WA 98033

Authorized Representative:

Signature

MICHAEL W. PUCKETT
Name (Print or Type)

EDUCATION CHANNEL MANAGER
Title

2/5/2018
Date

(360) 550.4496
Phone

(360) 550-4158
Fax

MPUCKETT@WAVEBUSINESS.COM
E-mail address

WESTERN PLACER
UNIFIED SCHOOL DISTRICT
600 Sixth St, 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

Letter of Agreement - RFP 18-100

Pursuant to the terms of Western Placer Unified School District's RFP # 18-100 for Ethernet Service, (Name of Company) WAVE DIVISION HOLDINGS LLC, d/b/a WAVE BUSINESS's response to RFP #18-100 dated (mm/dd/yyyy) 02/05/2018, (Name of Company) WAVE BUSINESS will provide the equipment and services per RFP # 18-100 effective the date of issuance of Western Placer Unified School District Purchase Order(s).

(Name of Company) WAVE BUSINESS and Western Placer Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Western Placer Unified School District for E-Rate Year 2018 (Year 21), and Western Placer Unified School District Board of Education approval.

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

Western Placer Unified School District	WAVE BUSINESS (Name of Company)
Authorized Representative Signature	Authorized Representative Signature
Date:	Date: 2-5-18
Name: Audrey Kilpatrick	Name: Michael W. Puckett
Title: Assistant Superintendent	Title: Education Channel Manager
Address: 600 Sixth Street Lincoln, CA 95648	Address: 401 PARKPLACE CENTER, Suite 103 KIRKLAND, WA 98033
Phone: 916-645-6350	Phone: 360.550.4496
Email: akilpatrick@wpusd.k12.ca.us	Email: MPUCKETT@WAVEBUSINESS.COM

Fingerprint Certification

RFP 18-100

Responder Certification

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

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

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

Executed this 05 day of Feb, 2018, in _____ County, California.

Michael W Puckett
Name of Responder/Consultant (please print)

Wave Business
Name/Title of Authorized Representative (printed)

M. W Puckett
(Signature)

Statement of Non-Conflict of Interest

RFP 18-100

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

Signature

Michael w. Puckett

Printed Name

EDUCATION CHANNEL MANAGER

Title

WAVE BUSINESS

Responder

02-05-2018

Date

Insurance Acknowledgement

RFP 18-100

Notice to Bidders regarding Indemnity and Insurance Requirements

Summary of Indemnification and Insurance Requirements:

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

I. Indemnification & Insurance:

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

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

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

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

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

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

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

M. Scott Puckett

Signature

Michael W. Puckett

Printed Name

Education Channel Manager

Title

WAVE Business

Responder

2-5-18

Date

MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER

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

ARTICLE 1 – STRUCTURE OF AGREEMENT

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

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

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

ARTICLE 2 – TERM AND RENEWAL

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

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

ARTICLE 3 – INSTALLATION, TESTING AND ACCEPTANCE

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

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

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

ARTICLE 4 – PAYMENT AND BILLING

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

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

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

ARTICLE 5 – DEFAULT AND REMEDIES

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

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

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

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

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

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

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

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

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

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

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

ARTICLE 7 – CONFIDENTIALITY AND THE PUBLIC RECORDS ACT

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

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

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

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

ARTICLE 8 – LIMITATION OF LIABILITY

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

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

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

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

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

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

ARTICLE 9 –INDEMNIFICATION FOR THIRD PARTY CLAIMS

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

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

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

ARTICLE 10 – FORCE MAJEURE EVENTS

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

ARTICLE 11 – DISPUTE RESOLUTION

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

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

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

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

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

ARTICLE 13 – NOTICES

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

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

If to Customer:

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

With a Copy to:

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

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

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

ARTICLE 15 – MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

ORDER FOR DATA TRANSPORT SERVICES
E-Rate Customer

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

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

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

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

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

Section 4: Customer Information.

Account Name:

Invoicing Address:

Account Executive to Customer:

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

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

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

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

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

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

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

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

Section 10: E-Rate Program.

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

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

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

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

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

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

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

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

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

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Western Placer Unified School District

Request For Proposal

"Ethernet Service – E-rate Yr 21"

RFP # 18-100

Due Date: February 6, 2018
3 PM PST

Delivered to:

Western Placer Unified School District

600 Sixth Street, 4th Floor

Lincoln, CA 95648

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business

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

RE: RFP #18-100 "Ethernet Service – YR 21"

Good morning,

Wave Division Holdings, LLC d/b/a Wave Business is pleased to present its response for this Request for Proposal (RFP) for the Western Placer Unified School District.

Wave Business acknowledges receipt of every communication and addendum issued for this solicitation. We have read, understand, and fully comply with all mandatory requirements identified in the RFP. Wave Business has made every effort to present the most complete, responsive, and cost-effective solutions for this solicitation. We encourage you to review our responses carefully to understand the specifics of what Wave is presenting.

Your dedicated WAVE account team welcomes the opportunity to continue working with the WPUSD and is always ready to schedule face to face meetings to address, discuss, and review this proposal or any other potential circuit in full detail. We want the Western Placer USD to completely understand the service dynamics, support and technology being offered. As your current provider, Wave is presenting solutions that can be easily implemented into the District's existing network and service requirements – without additional build costs. I will be you main point of contact and my information follows.

Mike Puckett, Education Channel Manager
13483 Seabeck Hwy NW, Seabeck, WA 98380
Voice: (360) 550-4496
Fax: (360) 550-4158
Cell: (206) 406-9672
E-mail: mpuckett@wavebusiniess.com
SPIN # 143030836 FRN#0015-63-7911

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

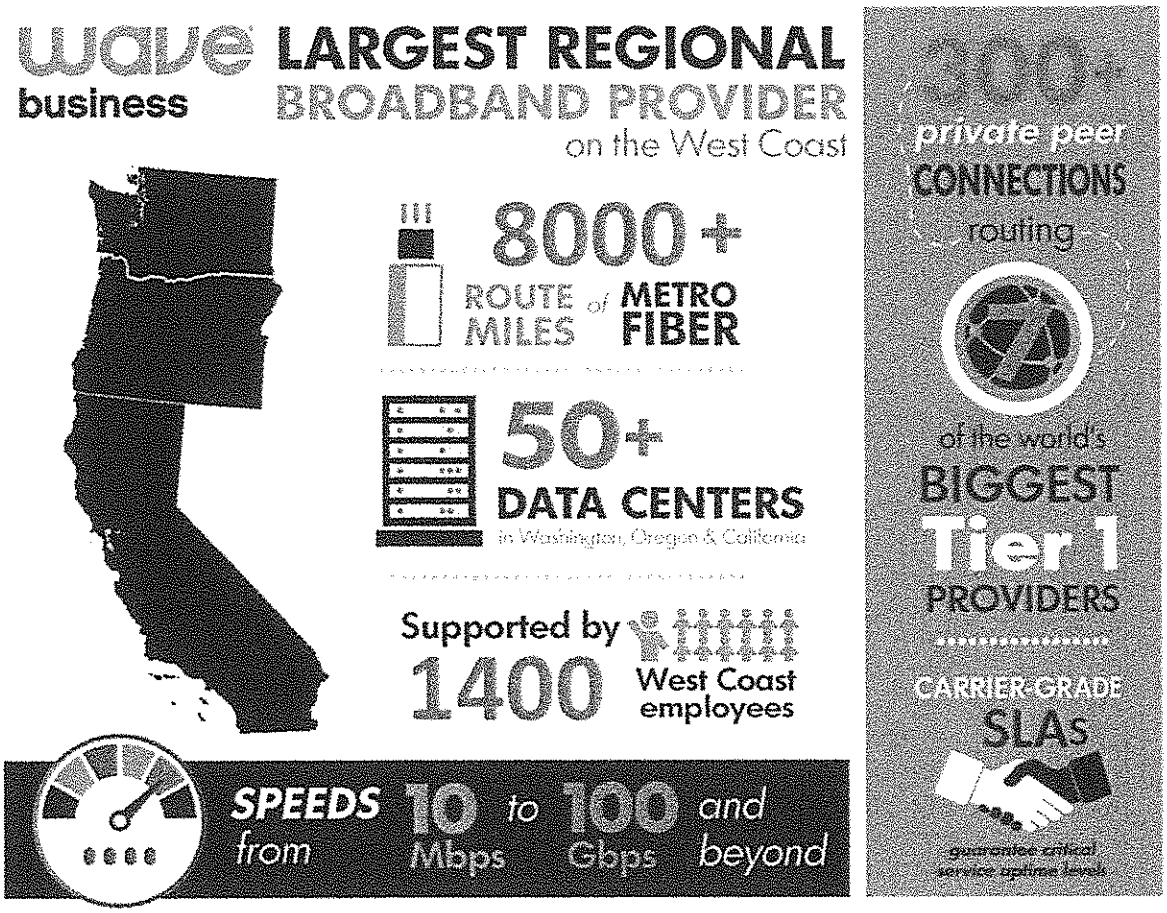
Respectfully,

Michael W. Puckett, Education Channel Manager – Wave Business

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- Specifications/Time Line/Technical Notes – Page 10
- References – Page 11
- Pricing For Ethernet Services – Pages 12-13
- Master Services Agreement (with SLA) – Attached Separately
- Transport Service Order – Attached Separately
- Implementation Flow Process – Attached Separately
- District Requested Signed Forms – Attached Separately

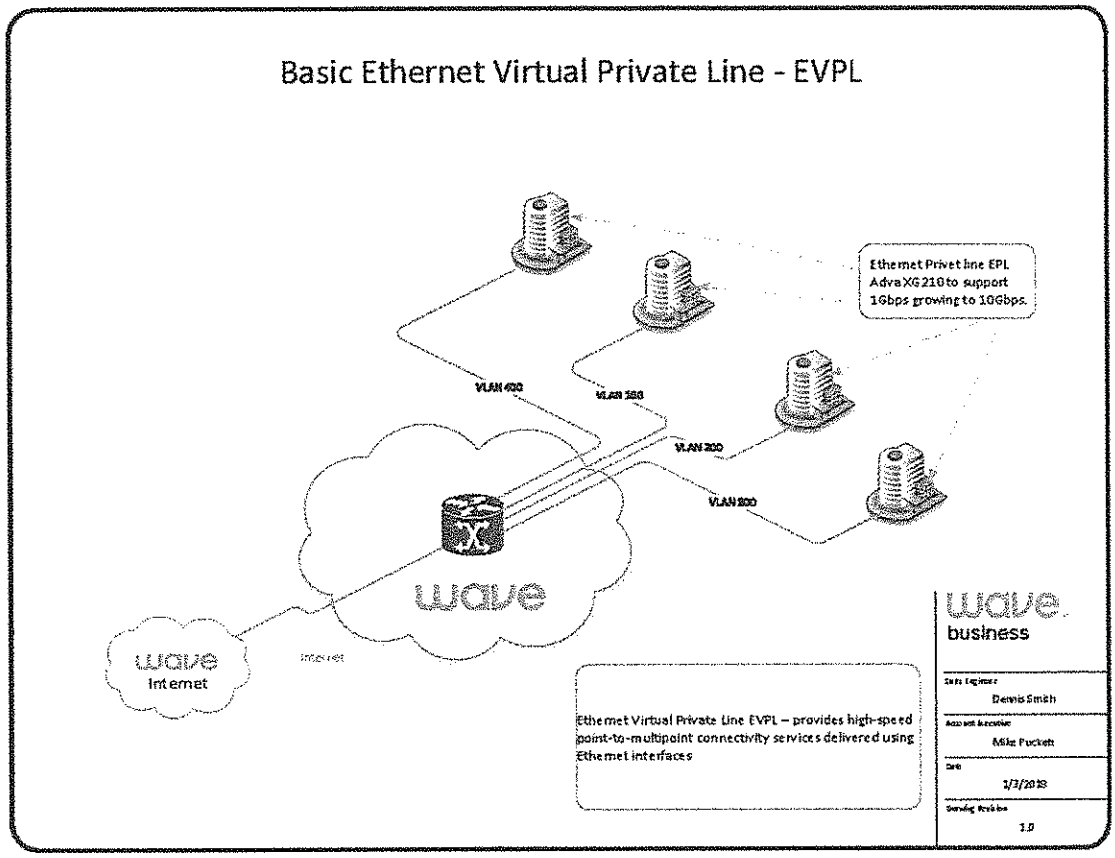


What makes us better?

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

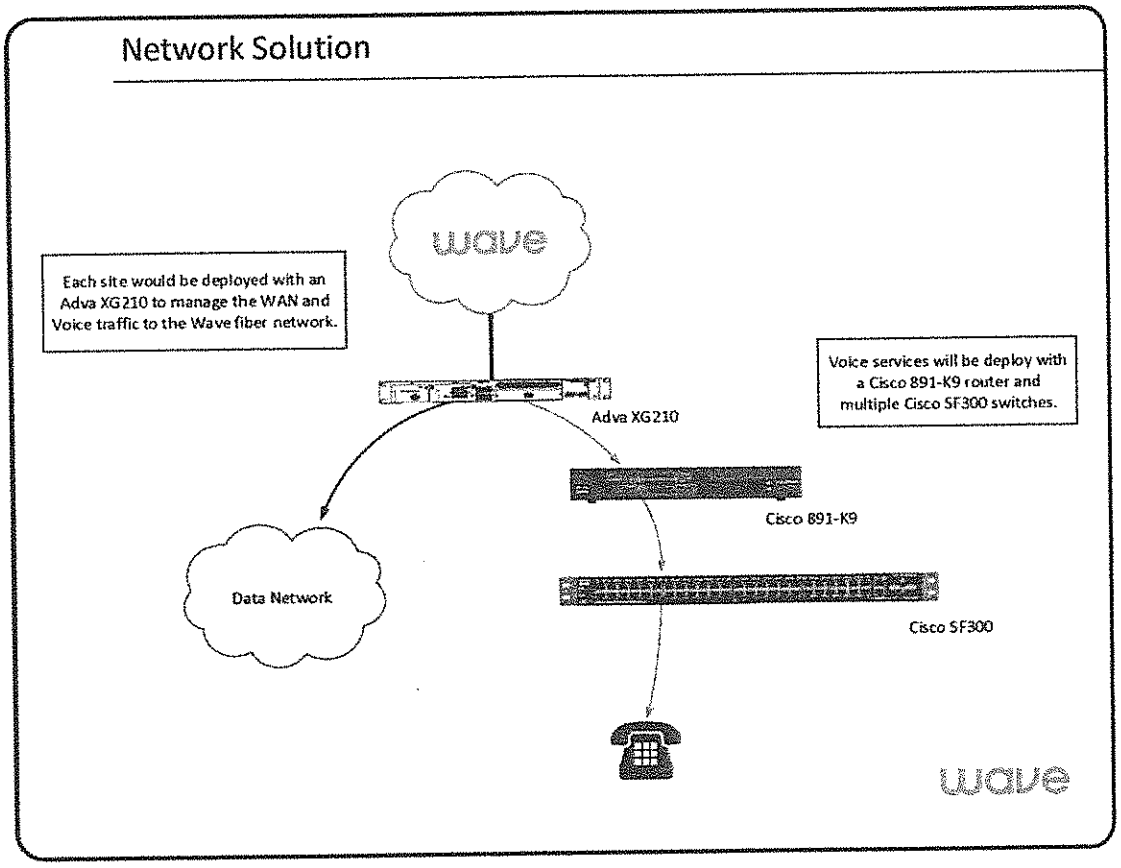
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PROPOSED TRANSPORT SERVICES NETWORK DIAGRAM



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PROPOSED NETWORK SOLUTION



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OUR ORGANIZATION

Wave Division Holdings, LLC d/b/a WAVE BUSINESS operates leading broadband cable systems under the trade name Wave Broadband in the Tier 1 suburban markets of Seattle, WA, Sacramento, CA, San Francisco, CA and Portland, OR. As of April 1, 2017, we passed approximately 705,000 homes and approximately 165,000 businesses in our service areas, had approximately 286,150 customer relationships, and served approximately 483,682 revenue generating units ("RGUs"), including approximately 263,666 HSD subscribers and approximately 90,687 voice subscribers.

Wave serves customers through a fully-upgraded, fiber-rich and redundant communications network, which utilizes a variety of state-of-the-art technologies including up to 860 MHz hybrid fiber-coaxial ("HFC") systems and select fiber-to-the-home ("FTTH") service areas. Our four primary markets are interconnected through 10 and 100 Gbps networks of owned and leased fiber transport connections that allow us to transmit data, video, voice and internal communications traffic between our systems. In addition to our HFC and FTTH residential and small business focused network, we offer business service products that utilize owned metro fiber assets in Seattle, San Francisco, Sacramento and Portland, all of which are interconnected to our 10 and 100 Gbps fiber backbone.

Wave Business ("WB"), our commercial services division, offers a range of telecommunications services to local businesses, enterprises, other telecommunications carriers, and institutions such as schools, hospital networks, government agencies and military bases throughout our markets. WB is a facilities-based provider of communications products including multi-line business-class telephone offerings, commercial-class Internet services, enterprise-level dedicated fiber-optic direct Internet access and point-to-point fiber communications services, colocation capabilities and fiber-to-the-tower connectivity.

Wave entered its first market, Seattle, through the completion of three acquisitions in 2003 and established central operations in the Seattle area. From 2004 through today, we have grown both organically and through acquisitions of cable systems and fiber assets, with 16 strategic acquisitions completed over this period, including, but not limited to:

- From Seren Innovations (operating as Astound Broadband) in 2005 to enter the San Francisco market;
- From RCN in 2007 to enhance our footprint in the San Francisco market and obtain extensive metro fiber assets;
- From Starstream Communications in 2007 to enter the Sacramento market;
- From Charter Communications and Willamette Broadband in 2007 to enter the Portland market;
- From Broadstripe in January 2012 to enhance our footprint in the Seattle region and significantly increase our Seattle metro fiber assets;
- From Black Rock Cable located in Bellingham, WA, in November 2012 to enhance our fiber network footprint by 976 route miles between Wave's Seattle, WA systems and the Canadian border as well as enhance our network engineering and construction team capabilities to take advantage of commercial opportunities across all of Wave's markets;
- From Spectrum Networks, Inc. and its wholly-owned subsidiaries, Seattle's Best Internet, LLC, SNI Networks Canada, LLC and Vanoppen.biz, LLC (collectively, "Spectrum") in September 2013 to strengthen our commercial and residential Internet businesses in Seattle, WA; and

- From Capacity Provisioning Incorporated ("CPI"), located in Port Angeles, WA, Sequim, WA, and surrounding areas, in March 2014 to enhance our fiber footprint in the Olympic Peninsula area of Washington state (the "CPI Acquisition").

- Our commercially-focused acquisitions have enhanced our product offerings with additional fiber-based enterprise solutions and significantly added to our fiber assets. In addition, these acquisitions have added expertise and capabilities to take advantage of commercial growth opportunities across all of our markets.

- **OUR STRENGTHS**

- *Advanced and interconnected network infrastructure*

- We have made a significant commitment to developing a state-of-the-art network. In 2015, we invested over $24MM in core network upgrades to ensure we maintain an industry leading network from a reliability, scalability and cost perspective. By the end of 2016 we invested an additional $42MM in our network infrastructure. Our four markets in Seattle, Sacramento, San Francisco and Portland are all interconnected through 10 and 100 Gbps networks of owned and leased fiber transport connections that allow us to transmit all HSD, video, voice and internal communications traffic between our systems. Wave has also been named PC Magazine's 2014 and 2015 "Fastest ISP in the Northwest".

- *Significant metro fiber assets support continued commercial services growth opportunity*

- Wave Business, our commercial services division, markets our commercial product offering and utilizes metro fiber assets in Seattle, San Francisco, Sacramento and Portland, all of which are interconnected to our 10 Gbps and 100 Gbps fiber backbone. Our recent commercially-focused acquisitions have enhanced our product offerings with additional fiber-based enterprise solutions and significantly added to our fiber assets.

- **OUR STRATEGY**

- *Provide our customers with a full suite of advanced broadband products through a fully-upgraded network*

- We continually strive to provide customers with the industry's newest, high-quality advanced services and attractive discounted bundles that enhance customer retention. We have consistently executed our strategy of rebuilding or upgrading cable systems and connecting them to our network to make advanced services available. We completed network investments across our footprint including the integration and completion of DOCSIS 3.0, creation of master head ends and purchase of our own redundant phone switches. These technological enhancements allow us to better utilize our networks to offer more advanced services and faster Internet speeds, enhancing customer satisfaction.

- *We're local*

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

- *Provide superior customer service*

- Wave seeks to maximize customer satisfaction and retention by providing superior customer service through our in-house customer call center, excellent technical service assistance and network reliability. We operate a centralized customer call center at our Kirkland, Washington headquarters, which handles customer service and support for all of our products. We provide live 24/7/365 technical support for both residential and commercial customers. We also provide customer service 24/7/365, live or online. Our customer service operations utilize technologically advanced software and equipment that enhance interactions with our customers through more intelligent call routing, data management, forecasting and scheduling. Historically, our superior customer service, satisfaction and operating metrics have been demonstrated by a consistently high Net Promoter Score. Notably, we've been awarded Independent Operator of the Year by CableFAX Magazine - presented in partnership with the American Cable Association and the National Cable Television Cooperative. This award is given to the cable operations company that exemplifies excellence throughout its footprint in service, sales, marketing, community-service and industry advocacy.

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

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

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TIME-LINE and TECHNICAL NOTES

As you current vendor, if awarded the agreement, within 7 days (or as soon as a meeting can be agreed to), a Wave team of Fiber Design and Construction would meet with District representatives to determine any upgrades or additional equipment needed for each location and to formulate a final time-line for the project. Wave's intent would be to make any design changes to best suit the District's needs. At this same time, a Business Implementation Manager will be assigned that will work directly with the District to provide on-going updates, request information and provide answers to any District questions.

From start to finish, it is expected that this implementation would be in place by July 1, 2018.

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

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

SUPPORT

Wave has a 24/7/365 NOC that is manned by Wave employees at its Corporate Headquarters in Kirkland, WA. A full escalation list with contacts, phone numbers and email addresses will be issued to the District at the kickoff meeting following award of contact. All issues flow through Wave's 24/7/365 NOC. All tickets are started by a call or an email to noc@wavebroadband.com Wave can also provide the District with a customer portal login user id and password to access traffic utilization.

WAVE's High Availability SLA s is included in the Master Services Agreement and has been attached separately to this proposal.

Western Placer Unified School District will be supported by Wave's regional office located in Rocklin. Local technical and support personnel along with full-time splicing crew will also be in the area.

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REFERENCES

- Edmonds School District (41-site dark fiber network) – Cynthia Nelson (Director of Technology) – 20420 68th Ave W, Lynnwood, WA 98036 - NelsonC@edmonds.wednet.edu - 425-431-7337

- Placer Union High School District: Mick Shatswell (Director of IT) – 1300 New Airport Road, Auburn, CA 95603 – mshatswell@puhsd.k12.ca.us

- Western Placer Unified School District – Tsugu Furuyama (Director of Technology) – Lincoln, CA 95648 - tfuruyama@wpusd.k12.ca.us

- Placer County Office of Education (CA): James Anderberg (Executive Dir of Admin Services) – 360 Nevada Street, Auburn CA 95606 – 530-889-5904 – janderberg@placercoe.k12.ca.us

- K-20 Education Network (WA): Amanda Carroll – 410 11th Avenue SE, Suite 204, Olympia. WA 98501 - 360-292-4193 – amandac@k20wa.org

- North Thurston Public Schools (WA - 20-site fiber WAN): Derek Stewart (Director of IT) – 6620 Carpenter Rd SE, Lacey, WA 98503 – 360-412-4503 – dstewart@nthurston.k12.wa.us

- Internet Archive (CA - 35 Gbps DIA): Jacques Cressaty – 300 Funston Avenue, San Francisco, CA 94418 – 415-561-6767 – Jacques@archive.org

- Woodland Joint Unified School District (CA – 20 site fiber WAN): Tina Burkhart (Director of IT) – 435 Sixth Street, Woodland, CA 95695 – 530-406-3110 – tina.burkhart@wjusd.org

- Modesto City School District (CA – 41 site Dark Fiber WAN): Cindy Minter (Director of IT) – 1017 Reno Avenue, Building A, Modesto, CA 95351 – 209-492-5000 – minter.c@monet.k12.ca.us

Wave is also currently building a Dark Fiber WAN for Tigard-Tualatin SD, Cascade Tech Alliance, MESD and NWRESD.

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RFP PRICING 5-YEAR TERM ETHERNET SERVICES

SITE	ADDRESS	1 Gbps MRC	2 Gbps MRC	10 Gbps MRC	40 Gbps MRC	NRC	Curb to MPOE Costs
District Office	600 Sixth Street, Lincoln, CA 95648	$750.00	$1,000.00	$1,500.00	$3,000.00	$0.00	$0.00
Lincoln High School	790 J Street, Lincoln, CA 95648	$750.00	$1,000.00	$1,500.00	$3,000.00	$0.00	$0.00
Carlin Coppin ES	150 East 12th Street, Lincoln, CA 95648	$750.00	$1,000.00	$1,500.00	$3,000.00	$0.00	$0.00
Creekside Oaks ES	2030 First Street, Lincoln, CA 95648	$750.00	$1,000.00	$1,500.00	$3,000.00	$0.00	$0.00
First Street ES	1400 First Street, Lincoln, CA 95648	$750.00	$1,000.00	$1,500.00	$3,000.00	$0.00	$0.00
Foskett Ranch ES	1561 Joiner Parkway, Lincoln, CA 95648	$750.00	$1,000.00	$1,500.00	$3,000.00	$0.00	$0.00
Glen Edwards MS	204 L Street, Lincoln, CA 95648	$750.00	$1,000.00	$1,500.00	$3,000.00	$0.00	$0.00
Lincoln Crossing ES	635 Groveland Lane, Lincoln, CA 96548	$750.00	$1,000.00	$1,500.00	$3,000.00	$0.00	$0.00
Lincoln High Farms	6001 Williams Lane, Lincoln, CA 95648	$2,217.00	$2,217.00	$2,217.00	$3,000.00	$0.00	$0.00
Phoenix High School	870 J Street, Lincoln, CA 96548	$750.00	$1,000.00	$1,500.00	$3,000.00	$0.00	$0.00
Sheridan ES	4730 H Street, Sheridan, CA 95681	$750.00	$1,000.00	$1,500.00	$3,000.00	$0.00	$0.00
Twelve Bridges ES	2450 Eastridge Drive, Lincoln, CA 95648	$750.00	$1,000.00	$1,500.00	$3,000.00	$0.00	$0.00
Twelve Bridges MS	770 Westview Drive, Lincoln, CA 95648	$750.00	$1,000.00	$1,500.00	$3,000.00	$0.00	$0.00
Placer County Office of Ed	360 Nevada Street, Auburn, CA 95603	$750.00	$1,000.00	$1,500.00	$3,000.00	$0.00	$0.00
Transportation Department	2701 Nicholaus Road, Lincoln, CA 95648	$750.00	$1,000.00	$1,500.00	$3,000.00	$0.00	$0.00

Pricing Note: Lincoln Farms is still under its original agreement term

wave
business

RFP PRICING 3-YEAR TERM ETHERNET SERVICES

SITE	ADDRESS	1 Gbps MRC	2 Gbps MRC	10 Gbps MRC	40 Gbps MRC	NRC	Curb to MPOE Costs
District Office	600 Sixth Street, Lincoln, CA 95648	$750.00	$1,100.00	$1,700.00	$3,250.00	$0.00	$0.00
Lincoln High School	790 J Street, Lincoln, CA 95648	$750.00	$1,100.00	$1,700.00	$3,250.00	$0.00	$0.00
Carlin Coppin ES	150 East 12th Street, Lincoln, CA 95648	$750.00	$1,100.00	$1,700.00	$3,250.00	$0.00	$0.00
Creekside Oaks ES	2030 First Street, Lincoln, CA 95648	$750.00	$1,100.00	$1,700.00	$3,250.00	$0.00	$0.00
First Street ES	1400 First Street, Lincoln, CA 95648	$750.00	$1,100.00	$1,700.00	$3,250.00	$0.00	$0.00
Foskett Ranch ES	1561 Joiner Parkway, Lincoln, CA 95648	$750.00	$1,100.00	$1,700.00	$3,250.00	$0.00	$0.00
Glen Edwards MS	204 L Street, Lincoln, CA 95648	$750.00	$1,100.00	$1,700.00	$3,250.00	$0.00	$0.00
Lincoln Crossing ES	635 Groveland Lane, Lincoln, CA 96548	$750.00	$1,100.00	$1,700.00	$3,250.00	$0.00	$0.00
Lincoln High Farms	6001 Williams Lane, Lincoln, CA 95648	$2,217.00	$2,217.00	$2,217.00	$3,250.00	$0.00	$0.00
Phoenix High School	870 J Street, Lincoln, CA 96548	$750.00	$1,100.00	$1,700.00	$3,250.00	$0.00	$0.00
Sheridan ES	4730 H Street, Sheridan, CA 95681	$750.00	$1,100.00	$1,700.00	$3,250.00	$0.00	$0.00
Twelve Bridges ES	2450 Eastridge Drive, Lincoln, CA 95648	$750.00	$1,100.00	$1,700.00	$3,250.00	$0.00	$0.00
Twelve Bridges MS	770 Westview Drive, Lincoln, CA 95648	$750.00	$1,100.00	$1,700.00	$3,250.00	$0.00	$0.00
Placer County Office of Ed	360 Nevada Street, Auburn, CA 95603	$750.00	$1,100.00	$1,700.00	$3,250.00	$0.00	$0.00
Transportation Department	2701 Nicholaus Road, Lincoln, CA 95648	$750.00	$1,100.00	$1,700.00	$3,250.00	$0.00	$0.00

Pricing Note: Lincoln Farms is still under its original agreement term

wave business

EXHIBIT A
Service Level Agreement
for
Ultra High Availability Enterprise Services

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

1. AVAILABILITY SLA

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

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

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

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

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

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

3. PACKET DELIVERY / PACKET LOSS SLA

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

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

4. LATENCY SLA

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

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

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

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

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

5. NETWORK JITTER SLA

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

6. CHRONIC OUTAGE

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

7. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

Periods of Excused Outage are not included in MTTR metrics.

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

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

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

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

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

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

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

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

8. CLAIMING CREDITS AND REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
Adoption of Revised/New Policies/Regulations/Exhibits

AGENDA ITEM AREA:
Action

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 20, 2018

ROLL CALL REQUIRED:
No

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

- BP/E 3515.7 Firearms on School Grounds
- BB 9150 Student Board Members

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

wp/rk/factform

Note: Descriptions below identify major revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts should review the sample materials and modify their own policies accordingly.

BP/E 3515.7 - Firearms on School Grounds
(BP revised; E(1)/E(2) deleted)

Policy updated to reflect **NEW LAW (AB 424)** which eliminates the authority of the superintendent or designee to permit a person with a concealed weapons permit to possess a firearm on school grounds. Exhibits deleted as they applied to the possession of firearms on school grounds and are now unnecessary.

BB 9150 - Student Board Members
(BB revised)

Bylaw updated to reflect **NEW LAW (AB 261 and SB 468)** which eliminates the requirement that students petition in order to receive preferential voting rights for student board members. Bylaw also reflects requirement of SB 468 that the district provide student board members with materials and briefings, except those related to closed session, at the same time as other board members.

Board Approved: February 20, 2018

FIREARMS ON SCHOOL GROUNDS

The Board of Trustees are committed to providing a safe environment for students, staff, and visitors on campus. The Superintendent or designee shall consult with local law enforcement and other appropriate individuals and agencies to address the security of school campuses.

(cf. 3515 - Campus Security)
(cf. 3515.2 - Disruptions)
(cf. 3515.3 - District Police/Security Department)
(cf. 4158/4258/4358 - Employee Security)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.7 - Weapons and Dangerous Instruments)

Possession of a firearm on or within 1,000 feet of school grounds is prohibited, except under the limited circumstances specified in Penal Code 626.9. *School grounds* include, but are not limited to, school buildings, fields, storage areas, and parking lots. (Penal Code 626.9)

If a district employee observes or suspects that any unauthorized person is in possession of a firearm on or near school grounds or at a school activity, he/she shall immediately notify the principal or designee and law enforcement.

The prohibition against the possession of firearms on school grounds shall be included in the district's comprehensive safety plan and shall be communicated to district staff, parents/guardians, and the community.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1112 - Media Relations)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

Legal Reference:

EDUCATION CODE
32281 Comprehensive safety plan
38001.5 District security officers; requirements if carry firearm
PENAL CODE
626.9 Gun Free School Zone Act
830.32 District police department; district decision to authorize carrying of firearm
16150 Definition of ammunition
16520 Definition of firearm
26150-26225 Concealed weapons permit
30310 Prohibition against ammunition on school grounds
UNITED STATES CODE, TITLE 18
921 Definitions, firearms and ammunition
922 Firearms, unlawful acts
923 Firearm licensing
UNITED STATES CODE, TITLE 20
7961 Gun-Free Schools Act; student expulsions for possession of firearm

Management Resources: (see next page)

FIREARMS ON SCHOOL GROUNDS (continued)

Management Resources:
WEB SITES
Office of the Attorney General: https://oag.ca.gov/firearms

AGENDA

STUDENT BOARD MEMBERS

In order to enhance communication **and collaboration** between the Board of Trustees and the student body and to ~~engage~~ **teach** students **the importance of civic involvement,** ~~in the district's educational programs and operations,~~ the Board ~~encourages the involvement of~~ **supports the participation of** high school students in district governance. ~~The inclusion of one or more student representative son the Board shall be ordered upon receipt of a student petition in accordance with Education Code 35012 or may be ordered at any time at the discretion of the Board.~~

Petition

High school students may submit a petition to the Board requesting the appointment of at least one student Board member. ~~This petition, or a separate petition submitted after students have been appointed to the Board, also may include a request to allow preferential voting for student Board members.~~ (Education Code 35012)

~~*Preferential voting* means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the Board. (Education Code 35012)~~

~~To be eligible for~~ **To qualify for Board** consideration, ~~by the Board, the petition for student representation or~~ the petition for **student representation** ~~preferential voting~~ shall contain the signatures of no less than 500 regularly enrolled high school students~~,~~ or no less than 10 percent of the number of regularly enrolled high school students, whichever is less. (Education Code 35012)

Within 60 days of receiving a student petition, or at the next regularly scheduled Board meeting if no meeting is held within those 60 days, the Board shall order the inclusion of **at least one** student member on the Board. ~~or shall act to allow preferential voting for the student Board member, as applicable.~~ (Education Code 35012)

~~Once established, the student Board member position shall remain in effect until the Board, by majority vote of all voting Board members, approves a motion to eliminate the position. (Education Code 35012)~~

S*E*lection of Student Board Member

Student Board members **positions** shall be **filled** ~~elected~~ by **a vote of** ~~the~~ students enrolled in the high school**(s)** ~~or high schools~~ in accordance with procedures prescribed by the Board. (Education Code 35012)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6145 - Extracurricular and Cocurricular Activities)

STUDENT BOARD MEMBERS (continued)

Role and Responsibilities of Student Board Members

~~The term of a student Board member shall be one year, commencing on July 1. (Education Code 35012)~~

~~A~~ sStudent Board member**(s)** shall have the right to attend all Board meetings except closed (executive) sessions. (Education Code 35012)

(cf. 9321 - Closed Session Purposes and Agendas)

All materials presented to Board members, except those related to closed sessions, shall be presented to student Board members at the same time they are presented to voting Board members. Student Board member(s) shall also be invited to attend staff briefings or be provided with a separate staff briefing within the same timeframe as the briefing of other Board members. (Education Code 35012)

(cf. 9322 - Agenda/Meeting Materials)

~~A~~ sStudent Board member**(s)** shall be recognized at Board meetings as a full member**(s)**, ~~and~~ shall be seated with other members of the Board, ~~In addition, a student Board member shall receive all materials presented to other Board members except those related to closed sessions, and he/she may~~ **and shall be allowed to** participate in questioning witnesses and discussing issues. (Education Code 35012)

~~When a student petition has requested preferential voting rights for student Board members or when Board preferential voting rights, a~~ sStudent Board member**(s) shall be allowed to** ~~may~~ cast preferential votes on all matters except those subject to closed session discussion. ***Preferential*** **voting means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the Board.** Preferential votes shall not affect the final numerical outcome of a vote. (Education Code 35012)

(cf. 9324 - Minutes and Recordings)

~~A~~ sStudent Board member**(s)** may make motions that may be acted upon by the Board, except on matters dealing with employer-employee relations pursuant to Government Code 3540-3549.3. (Education Code 35012)

A student Board member shall not be liable for any acts of the Board. (Education Code 35012)

(cf. 9323.2 - Actions by the Board)

STUDENT BOARD MEMBERS (continued)

~~A~~ sStudent Board member**(s)** shall be entitled to be reimbursed for mileage to the same extent as other members of the Board but shall not receive compensation for attendance at Board meetings. (Education Code 35012)

(cf. 3350 - Travel Expenses)
(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

Student Board Member Development

~~As necessary,~~ tThe Superintendent or designee ~~shall~~ **may**, at district expense, provide learning opportunities to student Board members~~,~~ through trainings, workshops, and conferences, **such as those offered by the California School Boards Association and other organizations,** to enhance their knowledge, understanding, and performance of their Board responsibilities.

(cf. 9240 – Board Training)

The Superintendent or designee may periodically provide an orientation for student Board member candidates to give them an understanding of the responsibilities and expectations of Board service.

Elimination of Position

Once established, the student Board member position shall continue to exist until the Board, by majority vote of all voting Board members, approves a motion to eliminate the position. Such a motion shall be listed as a public agenda item for a Board meeting prior to the motion being voted upon. (Education Code 35012)

Legal Reference:
EDUCATION CODE
33000.5 Appointment of student members to State Board of Education
35012 Board members; number, election and terms; pupil members
35160 Authority of governing boards
GOVERNMENT CODE
3540-3549.3 Educational Employment Relations Act
Management Resources:
WEB SITES
CSBA: http://www.csba.org
California Association of Student Councils: http://www.casc.net
California Association of Student Leaders: http://www.caslboard.com
National School Boards Association: http://www.nsba.org

Bylaw
adopted: September 16, 2014
revised: June 7, 2016
revised: February 20, 2018

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California