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	2017-18 CALPADS	6/6/2018	9/13/2018
Sheridan Elementary (K-5)	52	56	58
First Street Elementary (K-5)	434	433	440
Carlin C. Coppin Elementary (K-5)	430	437	450
Creekside Oaks Elementary (K-5)	614	643	602
Twelve Bridges Elementary (K-5)	649	651	644
Foskett Ranch Elementary (K-5)	428	431	415
Lincoln Crossing Elementary (K-5)	649	644	673
Glen Edwards Middle School (6-8)	896	903	874
Twelve Bridges Middle School (6-8)	759	765	794
Lincoln High School (9-12)	1,955	1,892	1,965
Phoenix High School (10-12)	75	84	98
SDC Program (18-22)	10	9	15
TOTAL	**6951**	**6,965**	**7,028**

SDC Pre-School

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

Parent Education

Continuing Educ. Classes	19

GLOBAL DISTRICT GOALS

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

Western Placer Unified School District

Regular Meeting of the Board of Trustees

October 2, 2018

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

AGENDA

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

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

6:15 P.M. START

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

2. **COMMUNICATION FROM THE PUBLIC**

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

6:20 P.M.

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

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

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

3.3 PERSONNEL
a. Public Employee Employment/Discipline/Dismissal/Release
b. Public Employee Performance Evaluation - Superintendent

7:00 P.M.

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

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

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

4.3 *Page 12-13* - **PERSONNEL**
a. Public Employee Employment/Discipline/Dismissal/Release
b. Public Employee Performance Evaluation - Superintendent

5. *Page 15* - **SPECIAL ORDER OF BUSINESS:**
Lincoln High School Choir Group

6. *Page 17-105* - **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 Approval of Minutes for: September 4 & 18, 2018
6.4 Approval of Warrants
6.5 Ratification of Contract with AMF Rocklin Lanes and Foskett Ranch Elem.
6.6 Disposal of Surplus Items
6.7 Ratification of Contract with Total Educational Systems Support (TESS)
6.8 Ratification of Contract with Veronica Robbins
6.9 Ratification of Memorandum of Understanding between Western Placer Teachers' Association and the Western Placer Unified School District
6.10 Contract with Peachjar
6.11 Mariner Ranch Grazing Contract
6.12 Grand Jury Response
Roll call vote:

7. **COMMUNICATION FROM THE PUBLIC**

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

8. REPORTS & COMMUNICATION

- Lincoln High School Student Advisory – Lindsey Ridgway
- Western Placer Teacher's Association – Tim Allen
- Western Placer Classified Employee Association – Gus Nevarez
- Superintendent - Scott Leaman

9. *Page 107* -PUBLIC HEARING

Public Hearing re Sufficient Instructional Materials

Education Code 60119 requires that the governing board of a school district hold an annual instructional materials public hearing to determine whether the district has sufficient standards-aligned textbooks or instructional materials for students in each of its schools. A ten-day notice of the public hearing is required. Notices of Public Hearing were posted on our WPUSD District Website and sent to our local schools on September 17, 2018.

10. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

10.1 Action — *Page 110* – **RESOLUTION NO. 18/19.13 RE INSTRUCTIONAL MATERIALS – Callahan** *(18-19 G & O Component I, II, III, IV, V)*

- Education Code 60119 requires that the governing board of a school district hold an annual instructional materials public hearing to determine whether the district has sufficient standards-aligned textbooks or instructional materials for students in each of its schools.

Roll call vote:

10.2 Action — *Page 113* – **APPROVE RESOLUTION NO. 18/19.14 AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, ELECTION OF 2014, SERIES C (2018) NOT TO EXCEED $15M, PRELIMINARY OFFICIAL STATEMENT AND BOND PURCHASE AGREEMENT – Kilpatrick** *(18-19 G & O Component I, II, III, IV, V)*

- In 2014, the voters passed Measure A, a Proposition 39 election authorization to issue $60 million of general obligation bonds.

Roll call vote:

10.3 Action — *Page 191* – **APPROVE RESOLUTION NO. 18/19.15 AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES B (2018) NOT TO EXCEED $30M, PRELIMINARY OFFICIAL STATEMENT AND BOND PURCHASE AGREEMENT – Kilpatrick** *(18-19 G & O Component I, II, III, IV, V)*

- In 2016, the voters passed Measure N, a Proposition 39 election authorization to issue $60 million of general obligation bonds.

Roll call vote:

10.4 Discussion/ Action — *Page 267* – **CONSIDER APPROVING JOB DESCRIPTION FOR EDUCATIONAL SERVICES SECRETARY/ADMINISTRATIVE ASSISTANT AND CORRESPONDING REVISED CLASSIFIED SALARY SCHEDULE – Simon** *(18-19 G & O Component I, II, III, IV, V)*

•As a part of the ongoing review of District needs and job descriptions by the District there exists a need to approve a classified job description for an Educational Services Secretary/Administrative Assistant and corresponding revised classified salary schedule.

10.5 Discussion/ Action — *Page 271* – **APPROVE RESOLUTION 18/19.16 REGARDING AUTHORIZATION TO TEACH ASSIGNED SUBJECTS CALIFORNIA EDUCATION CODE 4458.7 c+d – Simon** *(18-19 G & O Component I, II, III, IV, V)*

•Pursuant to Education Code 44258.7 c+d and in order to ensure proper credentialing and teacher consistency for one of our assignments the District administration is making a recommendation that the Board approve Resolution No. 18/19.16

Roll call vote:

10.6 Discussion/ Action — *Page 273*–**COLLECTIVE BARGAINING AGREEMENT BETWEEN WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION – Simon** *(18-19 G & O Component I, II, III, IV, V)*

•The Collective Bargaining Agreement between the California School Employees Association – Chapter #741 (Chapter #741) and the Western Placer Unified School District (WPUSD) is being submitted for ratification.

10.7 Information/ Discussion — *Page 296* – **PLACER COUNTY SCHOOL BOARDS ASSOCIATION ELECTIONS – COMMITTEE NOMINATIONS – Leaman** *(18-19 G & O Component I, II, III, IV, V)*

•Placer County School Boards Association (PCSBA) has three – 2 year positions open on the Executive Committee due to expired terms. School district and the community college district have been given the opportunity to submit nominations for the open positions. All ballots must be returned by October 15, 2018.

10.8 Action — *Page 301* - **ADOPTION OF REVISED/NEW POLICIES/EXHIBITS/ REGULATIONS – Leaman** *(18-19 G & O Component I, II, III, IV, V)*

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

- BP 0410 – Nondiscrimination in District Programs and Activities
- BP 4140/4240/4340 – Bargaining Units
- AR 4157.2/4257.2/4357.2 – Ergonomics
- BP/AR 4161.3 – Professional Leaves
- BP 4261.3 – Professional Leaves

- BP/AR 5111.1 – District Residency
- BP/AR 5125 – Student Records
- AR 5141.32 – Health Screening for School Entry
- BP 9310 – Board Policies

11. BOARD OF TRUSTEES

11.1 FUTURE AGENDA ITEMS

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

- School Safety

11.2 BOARD MEMBER REPORTS/COMMENTS

12. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➢**October 16, 2018** 7:00 P.M., Regular Meeting of the Board of Trustees – Twelve Bridges Middle School, 770 Westview Drive, Lincoln

13. 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: 092818
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DISCLOSURE

OF ACTION

TAKEN IN

CLOSED SESSION,

IF ANY

Western Placer Unified School District
CLOSED SESSION AGENDA

Place: **District Office/City Hall Bldg. – Overlook Room (Fourth Floor)**
Date: **Tuesday, October 2, 2018**
Time: **6:35 P.M.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

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

9. CONFERENCE WITH LABOR NEGOTIATOR

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

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

3. <u>CONFERENCE WITH REAL PROPERTY NEGOTIATOR</u>
   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:
October 2, 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

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

SUBJECT:
CONFERENCE WITH 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:
October 2, 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.
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SUBJECT:
PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/ DISMISSAL/RELEASE

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Gabe Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
October 2, 2018

ROLL CALL REQUIRED:
Yes

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regards to Public Employee Employment/Discipline/Dismissal/Release.

RECOMMENDATION:

Administration recommends the Board of Trustees disclose action taken in closed session in regards to Public Employee Employment/Discipline/Dismissal/Release.

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

SUBJECT:
Public Employee Performance Evaluation - Superintendent

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Board of Trustees

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
General Fund

MEETING DATE:
October 2, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regards to the Performance Evaluation of the Superintendent.

RECOMMENDATION:

Administration recommends the Board of Trustees disclose any action taken in closed session in regards to the Public Employee Performance Evaluation.

wp/rk/factform

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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SUBJECT:
Lincoln High School Choir Group

AGENDA ITEM AREA:
Special Order of Business

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
October 2, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

The Lincoln High School Choir Group will present for the Board of Trustees

RECOMMENDATION:

wp/rk/facsheetrecog

CONSENT

AGENDA

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Certificated Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Gabe Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
Categorical/General

MEETING DATE:
October 2, 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
October 2, 2018

CERTIFICATED/MANAGEMENT

REQUEST FOR LEAVE OF ABSENCE/TEACHER ON SPECIAL ASSIGNMENT:

1. Name: Jennifer Beggerly
   Position: From: Elementary Teacher To: TOSA - English/Language Arts
   FTE: 1.0
   Effective Date: July 1, 2018
   Site: Foskett Ranch Elementary

2. Name: Lori Fury
   Position: From: Math Teacher To: TOSA - Math
   FTE: 1.0
   Effective Date: July 1, 2018
   Site: Foskett Ranch Elementary School

3. Name: Carrie Garbett
   Position: From: Elementary Teacher To: TOSA - EL Services
   FTE: 1.0
   Effective Date: July 1, 2018
   Site: Foskett Ranch Elementary School

4. Name: Jennifer Horton
   Position: From: Science Teacher To: TOSA - STEM/CTE
   FTE: 1.0
   Effective Date: July 1, 2018
   Site: Foskett Ranch Elementary Schools

REQUEST FOR LEAVE OF ABSENCE:

1. Name: Sandra Mullen
   Position: PE Teacher
   FTE: 1.0
   Effective Date: February 27, 2019
   Site: Glen Edwards Middle School

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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SUBJECT:
Classified Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY: GS
Gabriel Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

MEETING DATE:
October 2, 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

October 2, 2018

CLASSIFIED/MANAGEMENT

NEW HIRES:

1.	Name:	Wendy Garcia	Effective: 9/17/18
	Position:	Grant Funded Instructional Aide	Site: Sheridan Elementary School
	Salary:	Range 1, Step A	Replacement
	Hours:	3.75 Hours/5 Days a week	
	Days:	10 Months/Year	
2.	Name:	Andrew Orona	Effective: 9/17/18
	Position:	Campus/Cafeteria Supervisor	Site: Lincoln Crossing Elementary School
	Salary:	CSEA, Range 13, Step A	Replacement
	Hours:	20 minutes/5 Days a week	
	Days:	10 Months/Year	
3.	Name:	Daniel Pineschi	Effective: 9/17/18
	Position:	Custodian/Groundsman	Site: First Street Elementary School
	Salary:	CSEA, Range 22, Step C	Replacement
	Hours:	8 Hours/5 Days a week	
	Days:	12 Months/Year	
4.	Name:	Tami Quinn	Effective: 9/17/18
	Position:	Paraprofessional	Site: Lincoln High School
	Salary:	CSEA, Range 17, Step A	Replacement
	Hours:	3.66 Hours/5 Days a week	
	Days:	10 Months/Year	
5.	Name:	Melissa Brandyberry	Effective: 9/19/18
	Position:	Instructional Aide	Site: Lincoln Crossing Elementary School
	Salary:	CSEA, Range 15, Step D	New
	Hours:	8 Hours/5 Days a week	
	Days:	10 Months/Year	
6.	Name:	Brandi Loutzenhiser	Effective: 9/24/18
	Position:	Intervention Services Provider	Site: Carlin C Coppin Elementary School
	Salary:	CSEA, Range 20, Step C	Replacement
	Hours:	4 Hours/4 Days a week	
	Days:	10 Months/Year	
7.	Name:	Amy Kuehl	Effective: 9/24/18
	Position:	Instructional Aide	Site: Foskett Ranch Elementary School
	Salary:	CSEA, Range 15, Step A	Replacement
	Hours:	1 Hour/5 Days a week	
	Days:	10 Months/Year	

WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT

October 2, 2018

CLASSIFIED/MANAGEMENT

REHIRE:

1. Name: Eden Salas — Effective: 9/17/18
   Position: Paraprofessional — Site: Twelve Bridges Elementary School
   Salary: CSEA, Range 17, Step A — Replacement
   Hours: 5.66 Hours/5 Days a week
   Days: 10 Months/Year

TRANSFER/PROMOTION

1. Name: Mary Hayes — Effective: 9/21/18
   Position: Intervention Services Provider — Site: Lincoln Crossings Elementary School
   Salary: CSEA, Range 20, Step E — Replacement
   Hours: 6 Hours/5 Days a week
   Days: 10 Months/Year

ADDITIONAL HOURS:

1. Name: Michelle Stieber — Effective: 9/13/18
   Position: Campus/Cafeteria Supervisor — Site: First Street Elementary School
   Additional Hours: 10 minutes/5 Days a week

2. Name: Suzanne Novak — Effective: 9/19/18
   Position: Instructional Aide — Site: First Street Elementary School
   Additional Hours: 45 minutes/5 Days a week

3. Name: Wendi Pineschi — Effective: 9/13/18
   Position: Paraprofessional — Site: Creekside Oaks Elementary School
   Additional Hours: 20 minutes/5 Days a week

RESIGNATIONS/RETIREMENTS:

1. Name: Nancy Griffin
   Position: Secretary/Administrative Assistant, Supplemental Programs & Accountability
   Hours: 8 Hours/ 5 Days a week
   Site: District Office
   Effective: 11/5/18

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Approval of Minutes:

- September 4, & 18, 2018 Regular Board of Trustee Meetings

AGENDA ITEM AREA:
CONSENT AGENDA

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
October 2, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

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

- August 7 & 21, 2018 Regular Board of Trustee Meeting

RECOMMENDATION:

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

wp/rk/factform

Western Placer Unified School District

Regular Meeting of the Board of Trustees

September 4, 2018

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

MINUTES

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

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

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

Board Members Absent:
Kris Wyatt, Member

Others Present:
Scott Leaman, Superintendent
Kerry Callahan, Assistant Superintendent of Personnel Services
Gabe Simon, Assistant Superintendent of Personnel Services
Mike Adell, Director of Facilities
Rosemary Knutson, Secretary to the Superintendent
Lindsey Ridgway, Student Advisory
Steve Archer, Lincoln News Messenger

6:30 P.M. START

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

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

6:35 P.M.

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

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

3.3 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release

7:00 P.M.

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

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

No action taken

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

No action taken

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

No action taken

5. ***Page 13-91*** **- CONSENT AGENDA**
5.1 Certificated Personnel Report
5.2 Classified Personnel Report
5.3 Approval of Minutes for: August 7 & 21, 2018
5.4 Approval of Warrants
5.5 Approve Williams Uniform Quarterly Complaint Report
5.6 Ratify Contract between Sierra Pediatric Therapy and WPUSD – July 1, 2018 through June 30, 2019
5.7 Ratify Contract between Bright Start Therapies and WPUSD – July 1, 2018 through June 30, 2019
5.8 Ratify Contract between Sierra Foothills Academy and WPUSD – July 1, 2018 through June 30, 2019
5.9 Ratification of Contract with Sutter Street Theatre and Foskett Ranch Elementary School

5.10 Ratification of Contract with Paradise Party Rentals and Glen Edwards Middle School
5.11 Ratification of Contract with Sutter County Superintendent of Schools
5.12 Approve Overnight Field Trips
5.13 Acceptance of Lincoln High School Gym Roofing Renovation Project and Approval of Notice of Completion

Motion by Mr. Armitage, seconded by Mr. Long, and passed by a 4-0 *(Ayes: Long, Haley, Armitage, Carras No: None)* roll call vote to approve consent agenda as presented.

6. COMMUNICATION FROM THE PUBLIC

No communication from the public

7. REPORTS & COMMUNICATION

➢Lincoln High School Student Advisory, Lindsey Ridgway reported the following:

- Golf update
- Tomorrow is club day,
- New student Rally, over 100 new students from other districts
- Football updates
- This Friday Whitney game is here, with extreme precaution during the game
- Varsity sports Rally
- Volleyball undefeated
- Tennis started today
- Problems – blocked off the circle due to parents parking in the circle

➢Western Placer Teacher's Association, Tim Allen had no report

➢Western Placer Classified Employee Association, Gus Nevarez was not present

➢Superintendent - Scott Leaman reported the following:

- Settled into the starting of school
- T-K students are up,
- Attended a workshop around the park. The city is looking at a park near our new Elementary site. There is discussion with the city about parks. Look at the joint use park agreement.
- Audrey is working on the use of the tennis courts agreement.
- Speaking at Realtors meeting tomorrow
- Was contacted by one of the city council candidates. City candidate would like to speak, looking at the school board to endorse her.
- Assembly discussing school start time to 8:30 a.m.

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

8.1 Information/ Discussion ***Page 93*** – **WPUSD MARKETING PLAN** – **Oehler** *(18-19 G & O Component I, II, III, IV, V)*

•Instead of contracting out for marketing and communication services, the District used the funds this year to establish a Coordinator of Marketing and Communications position. Emma Oehler was selected for the position after

being publically posted and interviews held. Ms. Oehler will share a draft marketing plan for the 2018-19 school year for Board comment and input.

Emma Oehler, Marketing and Communications Coordinator presented a power point of the district's marketing plan for 2018-19. She touched on the following:

- District Goals
- The Why
- Target Market
- Determining the Need
- 2018-2019 Strategy
- 2018-2019 Branding Strategy
- Advertising/Promotional Strategy
- Spending Summary
- Tell The Story

Mr. Leaman also shared what Emma will be doing to market our schools.

8.2 Information/ Discussion *Page 94* – **SCHOOL RESOURCE OFFICER – Leaman** *(18-19 G & O Component I, II, III, IV, V)*

•The District has been working with the Lincoln Police Department (LPD) and the Placer County Sheriff Department (PCSD) to provide a School Resource Officer for Lincoln High School due to the expiration of the LPD contract in June of this year.

Mr. Leaman shared the sequence of events on retaining a SRO for our high school. With a series of meetings with both the city, LPD and Placer County Sherriff. LPD is requesting a one year contract allowing them to provide services needed for 5 days a week, along with football games. He reviewed the offerings provide by LPD. Currently LPD is providing an SRO on the LHS campus.

Board comments:

Mr. Armitage shared his concerns are if they are providing coverage for 5 days a week, how many days did we get out of the total amount?
Mr. Carras feels Office Kruger really wants to be the SRO at LHS
Mr. Long gave a yes node to allow LPD to provide the SRO

Prior to approving the contract, the city will need to review the contract, as well as legal and city council. Mr. Leaman shared Officer Krueger is willing to go five (5) days a week.

8.3 Discussion/ Action *Page 96* – **APPROVE RESOLUTION 18/19.11 REGARDING AUTHORIZATION TO TEACH ASSIGNED SUBJECTS IN A DEPARTMENTALIZED CLASS – Simon** *(18-19 G & O Component I, II, III, IV, V)*

•Pursuant to Education Code 44263 and in order to ensure proper credentialing and teacher consistency for one of our assignments, the District administration is making a recommendation that the Board approve

Resolution No. 18/19.11 which will allow one certificated teacher to teach French for the entire 2018-2019 school year. The teacher has consented to this agreement.

Mr. Simon presented Resolution 18/19.11 for approval. Motion by Mr. Long, seconded by Mr. Haley, and passed by a 4-0 ***Ayes**: Haley, Armitage, Long, Carras **No**: None)* roll call vote to approve Resolution 18/19.11 Authorization to teach assigned subjects in a Departmentalized class .

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

- School Safety

9.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Long shared he has talked with a lot of students, and there are positive changes at the LHS
Mr. Haley construction is move along
Mr. Armitage kids are off to a good start, and his son got a part in the school play
Mr. Carras glad the SRO is coming to a conclusion

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➢**September 18, 2018** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

11. ADJOURNMENT

There being no further business the meeting was adjourned at 8:06 p.m.

_____
Paul Carras, President

_____
Brian Haley, Clerk

_____
Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

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

h:\wpfiles\board\minutes\090418

Western Placer Unified School District

Regular Meeting of the Board of Trustees

September 18, 2018

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

MINUTES

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

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

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

6:30 P.M. START

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

2. **COMMUNICATION FROM THE PUBLIC**
   Holly Woods, City Council Candidate shared with the board she is running for city council, and is here to ask for the board to endorsement her. If you can't endorse me as a board, than please endorse me individually. She shared she teaches Jr. High, and knows what the schools need, has a student at LHS, and knows your struggles as a school board. Her desire is to partner with you as the city council.

6:35 P.M.

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

~Kerry Callahan, Assistant Superintendent of Educational Services

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

3.3 PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release

7:00 P.M.

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

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

No action taken

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

No action taken

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

No action taken

5. *Page 13-47* - CONSENT AGENDA
5.1 Classified Personnel Report
5.2 Ratification of Contract with Shady Creek Outdoor School and Sheridan Elementary School
5.3 Ratification of Contract with Shady Creek Outdoor School and First Street School
5.4 Ratification of Contract with Joyful Classrooms & Markers and Minions
5.5 Ratification of Contract with Rosetta Stone
5.6 Ratification of Contract with Asset Technologies and WPUSD
5.7 Requests for school-sponsored trips involving out-of-state, out-of-country, and/or overnight travel

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

6. COMMUNICATION FROM THE PUBLIC

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

7. REPORTS & COMMUNICATION

➢Lincoln High School Student Advisory – Lindsey Ridgway shared the following:

- Played Placerville, it was not good
- Whitney game varsity won
- Football update for last week
- League starts next week for football
- Honors English is on a Fieldtrip to Ashland
- College Applications are open for Seniors
- Cross county starts tomorrow

➢Western Placer Teacher's Association, Tim Allen had no report

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

➢Superintendent – Scott Leaman shared the following:

- District office hours for October 5 & 8th, are 10:00 to 2:00
- District Staff Development day is October 22nd at TBMS
- Classified TA changes
- We continue working on facilities
- Friday finalizing elementary school plans, need to get them to DSA by October
- October 16th WPTA will have their annual potluck with CSEA, board members and district administration
- Will be speaking to SCHOOLS volunteers tomorrow morning
- Visiting every new teachers classroom
- October 13th speaking about back to school for the chamber

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

8.1 Discussion/ Action *Page 49* – **APPROVE RESOLUTION NO. 18/19.12 TO ADOPT THE 2017-18 AND 2018-19 GANN LIMITS FOR WESTERN PLACER UNIFIED SCHOOL DISTRICT – Kilpatrick**

(18-19 G & O Component I, II, III, IV, V)

•Shortly after Proposition 13, the 1978 Jarvis-Gann amendment was enacted. Proposition 4, adopted in November 1979, and established a constitutional limit on the allowable growth in state and local government spending. These appropriation limits, commonly called Gann Limits, allowing government spending to grow at a rate no faster than inflation and change in population.

Audrey Kilpatrick presented Resolution No. 18/19.12 for approval. Motion by Mr. Haley, seconded by Mrs. Wyatt, and passed by a 5-0 *(Ayes: Haley, Wyatt, Armitage, Long, Carras No: None)* roll call vote to approve Resolution No. 18/19.12 to adopt the 2017-18 and 2018-19 Gann Limits for Western Placer Unified School District.

8.2 Discussion/ Action

Page 54 – **APPROVAL OF THE 2017-18 UNAUDITED ACTUALS – Kilpatrick**

(18-19 G & O Component I, II, III, IV, V)

•Each year the district closes its books for all district funds that includes a final accounting for all revenues received and expenditures spent by program at June 30, 2018. Each program is reviewed and reconciled.

Audrey Kilpatrick presented unaudited actuals for review. She reviewed the following areas:

- Unrestricted
- Restricted
- Combined
- Est. Actuals vs Unaudited Actuals Variance
- Special Education-Basic Grant
- Special Education Non-public schools
- Maintenance Operations
- Reserves
- Unrestricted Program & Site Carryover
- Reserve – Charter Technical Assistance

Motion by Mr. Long, seconded by Mr. Haley, and passed by a 5-0 *(Ayes: Armitage, Carras, Haley, Long, Wyatt No: None)* vote to approve the 2017-18 Unaudited Actuals.

8.3 Action

Page 248 – **ACCEPTANCE OF BID AND APPROVE AWARDING THE CONTRACT TO ELLIS AND ELLIS SIGN SYSTEMS FOR THE LINCOLN HIGH SCHOOL SCOREBOARD REPLACEMENT PROJECT – Adell**

(18-19 G & O Component I, II, III, IV, V)

•Scope of work includes, but not limited to, demolition of the existing stadium scoreboard, disconnection of existing power and signal, installation of new stadium scoreboard, and reconnection of existing power and signal components.

Mike Adell presented the acceptance bid for approval. Mike reported they will be replacing the scoreboard at LHS. Motion by Mr. Armitage, seconded by Mrs. Wyatt, and passed by a 5-0 *(Ayes: Armitage, Carras, Haley, Long, Wyatt No: None)* vote to acceptance of the bid and approve awarding the contract to Ellis and Elis Sign Systems for the Lincoln High School Scoreboard replacement project.

8.4 Action *Page 254* – **APPROVE THE SELECTION OF ROEBBELEN CONTRACTING, INC., FOR LEASE-LEASEBACK SERVICES AND AWARD OF LEASE-LEASEBACK AGREEMENT FOR THE SCOTT M. LEAMAN ELEMENTARY SCHOOL PROJECT – Adell**
(18-19 G & O Component I, II, III, IV, V)

•On August 15, 2017, the Board approved Resolution 17/18.2, adopting procedures and guidelines for selection of the lease-leaseback contractor projects including the prequalification of contractors.

Mike Adell presented a contract for approval. Mike Adell talked about the bid process and prequalified all bids for selection. Motion by Mrs. Wyatt, seconded by Mr. Long and passed by a 5-0 *(Ayes: Armitage, Carras, Haley, Long, Wyatt No: None)* vote to approve the selection of Roebbelen contracting, Inc. for Lease-Leaseback Services and award the Lease-Leaseback Agreement for the Scott M. Leaman Elementary School Project.

8.5 Discussion Action *Page 272* – **SCHOOL RESOURCE OFFICER CONTRACT– Leaman**
(18-19 G & O Component I, II, III, IV, V)

•Working within the parameters agreed to by the Board at the last meeting, the superintendent is presenting a contract for School Resource Officer services.

Mr. Leaman reviewed the contract for the SRO, and reviewed the changes to the new contract. It was the consensus of the board to indicate the amount of days the SRO should be present on campus. This is a one year contract, and will go before the City Council for approval. Motion by Mr. Haley, Mrs. Wyatt and passed by a 5-0 *(Ayes: Armitage, Carras, Haley, Long, Wyatt No: None)* vote to approve the School Resource Officer Contract.

8.6 Information/ Discussion *Page 278* – **2018-19 ADMINISTRATIVE PRIORITIES – Leaman** *(18-19 G & O Component I, II, III, IV, V)*

•In years past, the superintendent established Board goals every year. District goals are now encompassed in the Local Control Accountability Plan and the Board approves every June.

Mr. Leaman presented administrative priorities for discussion. He shared highlights from the list. Currently we're showing 40 students up in elementary. The list covered the following:

- Increase Program Offerings
- Academic Achievement
- Financial Stability
- Plan for Future Opening of Schools
- Continue Planning and Construction of Facilities
- Competitively Compensate Employees
- Maintain Positive Association Relationships
- Assist New Administrators

8.7 Action *Page 280* - **ADOPTION OF REVISED/NEW POLICIES/EXHIBITS/ REGULATIONS – Leaman** *(18-19 G & O Component I, II, III, IV, V)*

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

- BP 0415 – Equity
- BP 1020 – Youth Services
- BP 1330 – Use of School Facilities
- BP 1400 – Relations Between Other Governmental Agencies and the Schools
- BP 2210 – Administrative Discretion Regarding Board Policy
- BP/AR 3312.2 – Educational Travel Program Contracts
- BP/AR 3320 – Claims and Actions Against the District
- BP 3515.21 – Unmanned Aircraft Systems (Drones)
- BP/AR 5112.5 – Open/Closed Campus
- BP/AR 6174 – Education for English Learners

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

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

- School Safety

Mr. Leaman prepared a grand jury request for school safety on school campus

9.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Long shared the last football game was great, the program at the high school was great, also attended PCOE breakfast it was a great program, John Adams Academy received great press on their new Gym

Mr. Haley had no report

Mrs. Wyatt also mentioned the football game, could not believe the electricity that was in the crowd during the Whitney game. Today was at the student wellness. Gearing up for California Thursday's. Glad we're using LPD for SRO

Mr. Armitage had no report

Mr. Carras shared they had a very good meeting with city officials to make sure our relationships are moving forward. I think it's going to be a benefit

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➢**October 2, 2018** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

➢**October 16, 2018** 7:00 P.M., Regular Meeting of the Board of Trustees – Twelve Bridges Middle School, 770 Westview Drive, Lincoln

11. ADJOURNMENT

There being no further business, meeting adjourned at 8:05 p.m.

Paul Carras, President

Brian Haley, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Approval of Warrants

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

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

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
October 2, 2018

ROLL CALL REQUIRED:
N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the September 4, 2018 board meeting.

RECOMMENDATION:

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

wp/rk/factsheetwarrants

Checks Dated 09/21/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85642548	09/21/2018	AIR CONTROL SERVICES, INC.	13-5600		679.93
85642549	09/21/2018	CROWN DISTRIBUTING INC.	13-4380		2,338.91
85642550	09/21/2018	CULTURE SHOCK YOGURT	13-4710		360.00
85642551	09/21/2018	DANIELSEN COMPANY	13-4710		2,066.38
85642552	09/21/2018	GOLD STAR FOODS, INC	13-4710		10,196.58
85642553	09/21/2018	ORIENTAL TRADING COMPANY INC	01-4300	409.91	
			Unpaid Tax	25.35-	384.56
85642554	09/21/2018	PRODUCERS DAIRY FOODS, INC.	13-4710		2,580.86
85642555	09/21/2018	PROPACIFIC FRESH	13-4380	101.79	
			13-4710	892.17	993.96
85642556	09/21/2018	JEANNIE BAKER	13-8634		30.50
85642557	09/21/2018	Maria H. Bettini	01-5200		22.89
85642558	09/21/2018	Lori J. Fury	01-5200		84.31
85642559	09/21/2018	Victoria L. Galvan	01-4300		33.44
85642560	09/21/2018	Amy L. Pettersen	01-4300		49.48
85642561	09/21/2018	BANK OF AMERICA #4333	01-4200	681.65	
			01-4300	2,267.13	
			01-5200	380.00	
			01-5800	510.00	3,838.78
85642562	09/21/2018	BRIGHT START THERAPIES INC	01-5800		1,631.25
85642563	09/21/2018	BSN SPORTS SPORTS SUPPLY GROUP	01-4300		3,804.67
85642564	09/21/2018	COAST TO COAST COMPUTER PRODUCTS	01-4300		95.39
85642565	09/21/2018	CPI - CRISIS PREVENTION INSTITUTE	01-5300		150.00
85642566	09/21/2018	EAI EDUCATION ERIC ARMIN INC.	01-4300		3,523.91
85642567	09/21/2018	ESGI - EDUCATIONAL SOFTWARE FOR GUIDING INSTRUCTION	01-5800		596.00
85642568	09/21/2018	FAGEN FRIEDMAN & FULFROST LLP	01-5200		360.00
85642569	09/21/2018	FLAG HOUSE	01-4300		236.33
85642570	09/21/2018	FOLLETT SCHOOL SOLUTIONS, INC.	01-4100	89,390.69	
			01-4300	558.35	89,949.04
85642571	09/21/2018	HAL-LEONARD	01-4300	209.14	
			Unpaid Tax	14.14-	195.00
85642572	09/21/2018	HANDWRITING WITHOUT TEARS	01-4100		817.57
85642573	09/21/2018	MACMILLAN HOLDINGS,LLC	01-4100		10,506.79
85642574	09/21/2018	MEDICAB OF SACRAMENTO/SIERRA	01-5800		3,719.00
85642575	09/21/2018	MIRA VIA, LLC	01-4300		1,212.18
85642576	09/21/2018	ODYSSEY LEARNING CENTER, INC.	01-5800		2,757.60
85642577	09/21/2018	OFFICE DEPOT	01-4300		386.07
85642578	09/21/2018	PJ'S MAIL & PARCEL SERVICE	01-4300		35.11
85642579	09/21/2018	POINT QUEST PEDIATRIC THERAPIES, LLC	01-5800		4,874.80
85642580	09/21/2018	PRO-ED	01-4300		631.40
85642581	09/21/2018	ROCKLIN UNIFIED SCHOOL DIST.	01-7141		947.52

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Checks Dated 09/21/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85642582	09/21/2018	ROSETTA STONE LTD.	01-5800		6,600.00
85642583	09/21/2018	SCHOOL NURSE SUPPLY INC.	01-4300		989.67
85642584	09/21/2018	SIERRA OFFICE SUPPLIES &	01-4300		50.14
85642585	09/21/2018	TEXTHELP INC	01-4390		145.00
85642586	09/21/2018	TIME FOR KIDS	01-4300		1,839.97
85642587	09/21/2018	VIKING SHRED LLC	01-4300		116.88
85642588	09/21/2018	W.W. NORTON & COMPANY INC.	01-4100		1,561.00
85642589	09/21/2018	WAYSIDE PUBLISHING	01-4100	143.43	
			Unpaid Tax	8.77-	134.66
85642590	09/21/2018	Cecilia Bombard	01-4300		19.95
85642591	09/21/2018	Melissa D. Collins	01-4300		69.27
85642592	09/21/2018	Robyn M. Court	01-5200		139.52
85642593	09/21/2018	Gina C. Escobar	01-4300		70.52
85642594	09/21/2018	Jessica M. Fernandez	01-4300		12.86
85642595	09/21/2018	Misty M. Lacey Alarcon	01-5200		320.96
85642596	09/21/2018	Reno P. Penders	01-4300		240.00
85642597	09/21/2018	April G. Rennie	01-4300		160.03
85642598	09/21/2018	Laura D. Sliepen	01-5200		156.80
85642599	09/21/2018	ALL METALS SUPPLY INC	01-4300		2,114.97
85642600	09/21/2018	AMPLIFY EDUCATION INC	01-4300		2,497.36
85642601	09/21/2018	APPLE INC.	01-4300	228.08	
			01-4400	803.30	1,031.38
85642602	09/21/2018	CARSON-DELLOSA PUBLISHING	01-4300		122.65
85642603	09/21/2018	CDW GOVERNMENT INC	01-4300		557.73
85642604	09/21/2018	CITY OF LINCOLN/NON UTILITY	01-5600		380.00
85642605	09/21/2018	COAST TO COAST COMPUTER PRODUCTS	01-4300		15.06
85642606	09/21/2018	CURRICULUM ASSOCIATES INC.	01-4100	11,220.59	
			01-4300	171.89	11,392.48
85642607	09/21/2018	DISCOVERY OFFICE SYSTEMS	01-4300	636.52	
			01-5800	397.16	1,033.68
85642608	09/21/2018	EDUCATORS PUBLISHING SERVICE SCHOOL SPECIALTY CORPORATION	01-4300		91.41
85642609	09/21/2018	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		176.32
85642610	09/21/2018	J.W. PEPPER & SON INC	01-4300		96.85
85642611	09/21/2018	KaBOOM INC	01-6170		8,500.00
85642612	09/21/2018	MICHAEL K. MARSHALL - DBA MARSHALL MEMO, LLC	01-4300		50.00
85642613	09/21/2018	MJB WELDING SUPPLY, INC.	01-4300		2,588.52
85642614	09/21/2018	OFFICE DEPOT	01-4300		289.84
85642615	09/21/2018	PAPER DIRECT INC	01-4300	54.74	
			Unpaid Tax	2.76-	51.98
85642616	09/21/2018	PCOE - PLACER CO OFFICE OF ED	01-5200		600.00
85642617	09/21/2018	RAINBOW RESOURCE CENTER INC	01-4300	120.60	
			Unpaid Tax	7.46-	113.14

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Checks Dated 09/21/2018

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85642618	09/21/2018	REALLY GOOD STUFF	01-4300	95.85	
			Unpaid Tax	5.71-	90.14
85642619	09/21/2018	RICHARDS INSTITUTE OF EDUCATION & RESEARCH	01-5200		340.00
85642620	09/21/2018	RISO PRODUCTS OF SAC INC	01-4300		425.00
85642621	09/21/2018	ROCHESTER 100 INC	01-4300	134.07	
			Unpaid Tax	9.07-	125.00
85642622	09/21/2018	ROCKLER WOODWORKING & HARDWARE	01-4400		1,595.11
85642623	09/21/2018	SCHOLASTIC BOOK FAIRS - 13	01-4300		2,182.42
85642624	09/21/2018	SCHOOL SPECIALTY INC	01-4300		2,276.09
85642625	09/21/2018	THE ROSEN PUBLISHING COMPANY	01-4300		799.95
85642626	09/21/2018	WAVE Cable TV	01-5800		41.64
85642627	09/21/2018	WOODWIND & BRASSWIND	01-4300		4,443.57
85642628	09/21/2018	Diana Ruiz	01-5800		250.00
85642629	09/21/2018	Hannah Wilson	01-4300		500.00
85642630	09/21/2018	Mary Ocumen	01-5800		500.00
85642631	09/21/2018	BARE BONES WORKWEAR	01-4300		345.02
85642632	09/21/2018	BRCO CONSTRUCTION, INC.	25-6270		73,289.60
85642633	09/21/2018	CDW GOVERNMENT INC	01-4300	315.46	
			01-4400	13,611.70	13,927.16
85642634	09/21/2018	CITRUS HEIGHTS SAW & MOWER	01-4365		571.02
85642635	09/21/2018	CITY OF LINCOLN/NON UTILITY	01-5800		100,570.00
85642636	09/21/2018	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		1,698.65
85642637	09/21/2018	E-CONOLIGHT LLC	01-4300		530.45
85642638	09/21/2018	ESS ENVIRONMENTAL	01-5800		660.00
85642639	09/21/2018	FASTENAL COMPANY	01-4300		4.15
85642640	09/21/2018	GOLD COUNTRY MEDIA PUBLICATIONS	21-5800		120.15
85642641	09/21/2018	GRAINGER .	01-4300		177.18
85642642	09/21/2018	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		107.23
85642643	09/21/2018	HILLYARD / SACRAMENTO	01-4300	135.61	
			01-4400	1,128.67	1,264.28
85642644	09/21/2018	LOY MATTISON DBA LOY MATTISON ENTERPRISES	01-5800		625.00
85642645	09/21/2018	MITEL BUSINESS SYSTEMS INC	01-4300		21,150.20
85642646	09/21/2018	PACIFIC GAS & ELECTRIC CO	01-5510		98,996.13
85642647	09/21/2018	PLACER COUNTY TREASURER TAX COLLECTOR	01-5800		57,578.90
85642648	09/21/2018	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		127.62
85642649	09/21/2018	SHARP ARCHITECTURE, INC.	21-5800		13,960.00
85642650	09/21/2018	SIERRA OFFICE SUPPLIES &	01-4300		42.10
85642651	09/21/2018	SITEONE LANDSCAPE SUPPLY	01-4300		97.28
85642652	09/21/2018	THE SACRAMENTO BEE ADVERTISING DEPT.	01-5800	4,553.66	

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Checks Dated 09/21/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85642652	09/21/2018	THE SACRAMENTO BEE ADVERTISING DEPT.	21-5800	4,228.88	8,782.54
85642653	09/21/2018	UNIFIRST CORPORATION	01-5800		2,050.64
85642654	09/21/2018	UNITED RENTALS EXCHANGE, LLC	01-5800		1,414.54
85642655	09/21/2018	WILCO SUPPLY	01-5600		18.68
85642656	09/21/2018	WILLIAMS + PADDON	25-6210		16,755.82
		Total Number of Checks	**109**		**622,854.07**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	97	495,325.76
13	Cafeteria Fund	8	19,247.12
21	Building Fund #1	3	18,309.03
25	Capital Facilities Fund	2	90,045.42
	Total Number of Checks	**109**	622,927.33
	Less Unpaid Tax Liability		73.26-
	Net (Check Amount)		**622,854.07**

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Checks Dated 09/14/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85640891	09/14/2018	Abigail C. Castillo	01-5200		153.15
85640892	09/14/2018	Ashlie A. Snider	01-5200		127.53
85640893	09/14/2018	AIR CONTROL SERVICES, INC.	13-5600		368.09
85640894	09/14/2018	CROWN DISTRIBUTING INC.	13-4380	963.82	
			Unpaid Tax	6.71-	957.11
85640895	09/14/2018	CULTURE SHOCK YOGURT	13-4710		600.00
85640896	09/14/2018	DANIELSEN COMPANY	13-4710		1,187.84
85640897	09/14/2018	GOLD STAR FOODS, INC	13-4710		9,945.33
85640898	09/14/2018	PRODUCERS DAIRY FOODS, INC.	13-4710		4,483.37
85640899	09/14/2018	UNIFIRST CORPORATION	13-5800		178.51
85640900	09/14/2018	ADRIENNE WOLOWODIUK	13-8634		47.00
85640901	09/14/2018	GLENDA GOLDEN	13-8634		63.00
85640902	09/14/2018	JENNIFER GILBEAU	13-8634		34.40
85640903	09/14/2018	Krystal G. Arnold	01-4300		126.11
85640904	09/14/2018	Desiree L. Derouin-St John	01-4300	43.75	
			01-5200	172.75	216.50
85640905	09/14/2018	Amanda Y. Gee	01-5200		323.73
85640906	09/14/2018	Maria A. Gonzalez	01-5200		31.82
85640907	09/14/2018	Kelley D. Gordon	01-5200		49.05
85640908	09/14/2018	Barbara S. Morebeck	01-4300	49.64	
			01-5800	100.00	149.64
85640909	09/14/2018	Gina M. Robinson	01-4300		110.37
85640910	09/14/2018	AVID CENTER	01-4300	2,555.00	
			01-5200	3,180.00	
			01-5300	23,397.00	29,132.00
85640911	09/14/2018	BENCHMARK EDUCATION COMPANY	01-4100		16,794.18
85640912	09/14/2018	CDW GOVERNMENT INC	01-4300		648.43
85640913	09/14/2018	CITY OF LINCOLN/NON UTILITY	01-5800		4,965.36
85640914	09/14/2018	CITY OF LINCOLN/NON UTILITY	01-5800		200.00
85640915	09/14/2018	COAST TO COAST COMPUTER PRODUCTS	01-4300		86.70
85640916	09/14/2018	CURRICULUM ASSOCIATES INC.	01-4100		5,318.80
85640917	09/14/2018	ESGI - EDUCATIONAL SOFTWARE FOR GUIDING INSTRUCTION	01-5800		149.00
85640918	09/14/2018	FEDEX / ACCT 1266-6713-2	01-4100		2,813.64
85640919	09/14/2018	GOPHER SPORT	01-4300		100.26
85640920	09/14/2018	GUIDING HANDS SCHOOL INC.	01-5800		3,083.36
85640921	09/14/2018	HANDWRITING WITHOUT TEARS	01-4100		2,891.28
85640922	09/14/2018	HCI AUDIOMETRICS	01-5800		540.00
85640923	09/14/2018	JABBERGYM INC.	01-5800		3,752.50
85640924	09/14/2018	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		464.31
85640925	09/14/2018	LAKESHORE LEARNING MATERIALS	01-4300		243.28
85640926	09/14/2018	LEARNING SOLUTIONS INC	01-5800		3,146.72
85640927	09/14/2018	LEONARD GAROFALO - DBA DIVERSIFIED COMPUTER SRVS	01-4300		750.00

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Checks Dated 09/14/2018

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85640928	09/14/2018	MEDICAB OF SACRAMENTO/SIERRA	01-5800		4,417.00
85640929	09/14/2018	MEDICAL BILLING TECHNOLOGIES	01-5800		335.35
85640930	09/14/2018	PEARSON - PSYCHOLOGICAL CORP.	01-4300		656.44
85640931	09/14/2018	PLACER LEARNING CENTER	01-5800		33,232.12
85640932	09/14/2018	RICK TROW PRODUCTIONS INC THE CAREER GAME	01-4300	118.35	
			Unpaid Tax	8.00-	110.35
85640933	09/14/2018	SAFEWAY INC	01-4300		412.99
85640934	09/14/2018	SCHOOL NURSE SUPPLY INC.	01-4300		317.82
85640935	09/14/2018	SCHOOL STEPS, INC.	01-5800		18,243.75
85640936	09/14/2018	SIERRA FOOTHILLS ACADEMY	01-5800		38,815.11
85640937	09/14/2018	THE COLLEGE BOARD	01-4100		7,591.69
85640938	09/14/2018	TIME FOR KIDS	01-4300		1,041.25
85640939	09/14/2018	ULINE SHIPPING SUPPLIES	01-4300		58.19
85640940	09/14/2018	WILLIAM CONRADI	01-4300		292.15
85640941	09/14/2018	WOMEN'S EMPOWERMENT	01-4300		29.22
85640942	09/14/2018	WOODWIND & BRASSWIND	01-4400		3,126.34
85640943	09/14/2018	PROPACIFIC FRESH	13-4380	67.86	
			13-4710	1,184.17	1,252.03
85640944	09/14/2018	NORA DAVIS	01-5800		370.60
85640945	09/14/2018	Jane M. Hoff	01-5821		47.00
85640946	09/14/2018	ADI HONEYWELL INTERNATIONAL	01-4300		1,295.68
85640947	09/14/2018	ALERTUS TECHNOLOGIES, LLC	01-4300		222.00
85640948	09/14/2018	APPROVED SAFE & LOCK	01-4300		942.12
85640949	09/14/2018	AT&T	01-5560		4,614.00
85640950	09/14/2018	BACK TO LIFE AUTOMOTIVE	01-5800		278.25
85640951	09/14/2018	BIDWELL WATER	01-4300		75.00
85640952	09/14/2018	C & S TELECOMMUNICATIONS INC	01-5600		287.50
85640953	09/14/2018	CALIF DEPT OF FISH & WILDLIFE	21-5800		3,616.50
85640954	09/14/2018	CAPITOL CLUTCH AND BRAKE INC	01-4365		429.54
85640955	09/14/2018	CAPITOL PUBLIC FINANCE GROUP	21-5800	1,852.50	
			25-5800	1,852.50	3,705.00
85640956	09/14/2018	CDW GOVERNMENT INC	01-6200		4,243.35
85640957	09/14/2018	CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD	21-6140		34,788.00
85640958	09/14/2018	CITRUS HEIGHTS SAW & MOWER	01-4365		393.24
85640959	09/14/2018	DAWSON OIL COMPANY	01-4345	5,188.41	
			01-4350	16,557.06	21,745.47
85640960	09/14/2018	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		121.51
85640961	09/14/2018	DRY CREEK JOINT ELEMENTRY SCHOOL DISTRICT - CVPSG	01-5300		35.00
85640962	09/14/2018	FAR WEST RENTS & READY MIX	01-5600		234.00
85640963	09/14/2018	FLINT BUILDERS, INC.	21-6200		39,566.67
85640964	09/14/2018	GRAINGER .	01-4300		206.61
85640965	09/14/2018	HOLT OF CALIFORNIA	01-4365		233.40

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ESCAPE to exit

Checks Dated 09/14/2018

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85640966	09/14/2018	JIVE COMMUNICATIONS, INC.	01-5560		99.11
85640967	09/14/2018	KINGSLEY BOGARD THOMPSON LLP	01-5800		2,272.07
85640968	09/14/2018	L & H AIRCO	01-5600		1,255.00
85640969	09/14/2018	LANDMARK CONSTRUCTION	21-6270		688,556.05
85640970	09/14/2018	LOWE'S	01-4300		2,814.64
85640971	09/14/2018	NORMAC	01-4300		321.75
85640972	09/14/2018	PACIFIC GAS & ELECTRIC CO	01-5510		2,166.58
85640973	09/14/2018	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		509.43
85640974	09/14/2018	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		1,172.93
85640975	09/14/2018	RIEBES AUTO PARTS	01-4365		863.17
85640976	09/14/2018	SAC VAL JANITORIAL SALES	01-4300		507.12
85640977	09/14/2018	SIERRA BUILDING SYSTEMS INC	01-5600		1,642.74
85640978	09/14/2018	SIERRA OFFICE SUPPLIES &	01-4300		198.26
85640979	09/14/2018	SITEONE LANDSCAPE SUPPLY	01-4300		82.04
85640980	09/14/2018	STATE OF CALIFORNIA - DOJ	01-5821		407.00
85640981	09/14/2018	SUNDOWNER TRAILERS OF CALIF	01-6400		5,941.85
85640982	09/14/2018	SUTTER MEDICAL FOUNDATION	01-5800		142.00
85640983	09/14/2018	T. WILSON INSPECTION SERVICES	25-5800		2,100.00
85640984	09/14/2018	VALLEY POWER SYSTEM INC	01-4365		122.05
85640985	09/14/2018	VIKING SHRED LLC	01-5800		184.06
85640986	09/14/2018	WAVE BUSINESS WAVE BROADBAND-ROCKLIN	01-5560		475.47
85640987	09/14/2018	WESTERN PLACER WASTE	01-5540		339.06
85640988	09/14/2018	WHEST KOAST PLUMBING	21-5800		2,347.00
85640989	09/14/2018	ZEP SALES & SERVICE	01-4300		224.95
85640990	09/14/2018	ZIEGELMANN'S REFRIGERATION	01-5600		3,454.05
85640991	09/14/2018	Todd A. Colson	01-4300		167.00
85640992	09/14/2018	Helene D. Miller-Valerga	01-4300		59.98
85640993	09/14/2018	Clinton J. Nelson	01-4300		339.57
85640994	09/14/2018	Jennifer D. Nelson	01-4300		276.70
85640995	09/14/2018	Karla J. Noyes	01-4300		432.97
85640996	09/14/2018	Adam P. Salinger	01-4300		35.99
85640997	09/14/2018	Pamela S. Soha	01-4300		99.95
85640998	09/14/2018	Afton M. Stolesen	01-4300		11.10
85640999	09/14/2018	BURKETT'S OFFICE	01-4300	8,137.48	
			13-4300	272.84	8,410.32
85641000	09/14/2018	CDW GOVERNMENT INC	01-4300		370.56
85641001	09/14/2018	CURRICULUM ASSOCIATES INC.	01-4300		12,223.20
85641002	09/14/2018	DIRECT PRESS 2	01-4300		178.30
85641003	09/14/2018	EASTBAY INC.	01-4300		3,854.71
85641004	09/14/2018	ENTERPRISE RENT A CAR	01-5800		579.17
85641005	09/14/2018	GOPHER SPORT	01-4300		82.69
85641006	09/14/2018	LAKESHORE LEARNING MATERIALS	01-4300		374.30
85641007	09/14/2018	LOWE'S	01-4300		356.27

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

ESCAPE ONLINE

Checks Dated 09/14/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85641008	09/14/2018	MJB WELDING SUPPLY, INC.	01-4300		47.50
85641009	09/14/2018	NASCO MODESTO	01-4300		302.87
85641010	09/14/2018	OFFICE DEPOT	01-4300		1,389.54
85641011	09/14/2018	PCOE - PLACER CO OFFICE OF ED	01-5200		695.00
85641012	09/14/2018	PROJECT LEAD THE WAY INC	01-4300		18,516.44
85641013	09/14/2018	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-4300		135.00
85641014	09/14/2018	RIEBES AUTO PARTS	01-4300		550.89
85641015	09/14/2018	ROCHESTER 100 INC	01-4300	535.99	
			Unpaid Tax	36.24-	499.75
85641016	09/14/2018	SIERRA HAY & FEED	01-4300		43.15
85641017	09/14/2018	TEACHERS PAY TEACHERS DEPT. 6759	01-4300	26.45	
			Unpaid Tax	1.59-	24.86
85641018	09/14/2018	TRIARCO ARTS & CRAFTS	01-4300		28.42
85641019	09/14/2018	Ty Williams	01-5800		250.00
		Total Number of Checks	**129**		**1,090,149.19**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	111	296,126.28
13	Cafeteria Fund	12	19,396.23
21	Building Fund #1	6	770,726.72
25	Capital Facilities Fund	2	3,952.50
	Total Number of Checks	**129**	1,090,201.73
	Less Unpaid Tax Liability		52.54-
	Net (Check Amount)		**1,090,149.19**

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

Checks Dated 08/31/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85638314	08/31/2018	Annie Z. Brothers	01-4300		83.26
85638315	08/31/2018	Matthew J. Tofft	01-5200		485.59
85638316	08/31/2018	Julie M. Van Zile	01-4300		130.18
85638317	08/31/2018	ACADEMIC PLANNERS PLUS	01-4300		3,026.06
85638318	08/31/2018	ALL METALS SUPPLY INC	01-4300		952.13
85638319	08/31/2018	AVALON PRINTING & GRAPHICS	01-4300		286.52
85638320	08/31/2018	B&H PHOTO VIDEO	01-4300	3,702.36	
			01-4400	2,242.43	
			Unpaid Tax	401.88-	5,542.91
85638321	08/31/2018	BRAIN POP	01-4300		1,795.00
85638322	08/31/2018	CDW GOVERNMENT INC	01-4300		2,095.92
85638323	08/31/2018	CITY OF ROSEVILLE DBA: MAIDU INTERPRETIVE CENTER	01-5800		540.00
85638324	08/31/2018	CITY OF ROSEVILLE DBA: MAIDU INTERPRETIVE CENTER	01-5800		540.00
85638325	08/31/2018	DIRECT PRESS 2	01-4300		202.03
85638326	08/31/2018	DISCOUNT MAGAZINE SUB SERVICE	01-4300		60.97
85638327	08/31/2018	DISCOVERY OFFICE SYSTEMS	01-5800		25.63
85638328	08/31/2018	EFFIE YEAW NATURE CENTER	01-5800		610.32
85638329	08/31/2018	EFFIE YEAW NATURE CENTER	01-5800		523.15
85638330	08/31/2018	EFFIE YEAW NATURE CENTER	01-5800		610.33
85638331	08/31/2018	FEDEX / ACCT 1266-6713-2	01-4300		311.81
85638332	08/31/2018	GOPHER SPORT	01-4300		457.95
85638333	08/31/2018	INTER-STATE STUDIO & PUBLISHING CO.	01-4300		427.49
85638334	08/31/2018	J.W. PEPPER & SON INC	01-4300		1,216.44
85638335	08/31/2018	KRISTON L TAGUE - DBA TAGUE BAND INSTRUMENT SERVICES	01-5600		5,800.02
85638336	08/31/2018	LAKESHORE LEARNING MATERIALS	01-4300		659.86
85638337	08/31/2018	MUSIC EXPRESS	01-4300		215.00
85638338	08/31/2018	MUSIC IN MOTION	01-4300	101.68	
			Unpaid Tax	6.88-	94.80
85638339	08/31/2018	OFFICE DEPOT	01-4300		1,534.71
85638340	08/31/2018	PITNEY BOWES INC	01-5600		1,020.99
85638341	08/31/2018	PIZZA GUYS	01-4300		325.54
85638342	08/31/2018	RAMOS OIL COMPANY	01-4300		980.83
85638343	08/31/2018	REALLY GOOD STUFF	01-4300	91.33	
			Unpaid Tax	6.68-	84.65
85638344	08/31/2018	RENAISSANCE LEARNING INC.	01-5800		2,279.00
85638345	08/31/2018	RISO PRODUCTS OF SAC INC	01-4300	665.65	
			01-5800	450.00	1,115.65
85638346	08/31/2018	ROCKLER WOODWORKING & HARDWARE	01-4400		353.89
85638347	08/31/2018	SCHOLASTIC MAGAZINE	01-4300		181.50
85638348	08/31/2018	SCHOLASTIC TEACHING RESOURCES	01-4300		177.10
85638349	08/31/2018	SCHOOL SPECIALTY INC	01-4300		72.02

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

Checks Dated 08/31/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85638350	08/31/2018	SIERRA OFFICE SUPPLIES &	01-4300		311.21
85638351	08/31/2018	SNO SITES	01-5800		850.00
85638352	08/31/2018	TRIARCO ARTS & CRAFTS	01-4300		1,030.33
85638353	08/31/2018	UNIVERSITY OF OREGON EDUCATIONAL COMMUNITY SUPPORT	01-5800		350.00
85638354	08/31/2018	WALKER'S OFFICE SUPPLIES	01-4300		863.16
85638355	08/31/2018	WAVE Cable TV	01-5800		20.82
85638356	08/31/2018	WOODWIND & BRASSWIND	01-4400		2,253.81
85638357	08/31/2018	Maria H. Bettini	01-5200		11.99
85638358	08/31/2018	April G. Rennie	01-4300		104.33
85638359	08/31/2018	Kimberly C. Tzikas	01-5200		3,575.95
85638360	08/31/2018	AMPLIFY EDUCATION INC	01-4100		63,122.11
85638361	08/31/2018	BARNES & NOBLE BOOKSTORES	01-4300		536.91
85638362	08/31/2018	BRIGHT MORNING CONSULTING INC.	01-5200		6,006.00
85638363	08/31/2018	CAREER SOLUCTIONS PUBLISHING	01-4300		315.12
85638364	08/31/2018	COAST TO COAST COMPUTER PRODUCTS	01-4300		107.24
85638365	08/31/2018	CRESTLINE SPECIALTIES, INC.	01-4300	858.04	
			Unpaid Tax	53.72-	804.32
85638366	08/31/2018	CURRICULUM ASSOCIATES INC.	01-4100		6,297.23
85638367	08/31/2018	ESGI - EDUCATIONAL SOFTWARE FOR GUIDING INSTRUCTION	01-5800		1,043.00
85638368	08/31/2018	FAGEN FRIEDMAN & FULFROST LLP	01-5200		1,080.00
85638369	08/31/2018	FINE MOTOR BOOT CAMP LLC	01-4100		1,913.70
85638370	08/31/2018	FOLLETT SCHOOL SOLUTIONS, INC.	01-4100		291.24
85638371	08/31/2018	HANDWRITING WITHOUT TEARS	01-4100		2,417.62
85638372	08/31/2018	HOUGHTON MIFFLIN COMPANY	01-4300		608.40
85638373	08/31/2018	J.W. PEPPER & SON INC	01-4100		146.96
85638374	08/31/2018	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		874.00
85638375	08/31/2018	LEARNING SOLUTIONS INC	01-5800		340.34
85638376	08/31/2018	Loomis Union School Dist	01-4100	509.65	
			Unpaid Tax	34.45-	475.20
85638377	08/31/2018	LOZANO SMITH LLP	01-5810		164.50
85638378	08/31/2018	ODYSSEY LEARNING CENTER, INC.	01-5800		3,796.80
85638379	08/31/2018	OFFICE DEPOT	01-4300		214.48
85638380	08/31/2018	PEARSON ASSESSMENTS ORDERING DEPARTMENT	01-4300		5,164.92
85638381	08/31/2018	PLACER LEARNING CENTER	01-5800		20,028.81
85638382	08/31/2018	PRO-ED	01-4300		660.00
85638383	08/31/2018	PSYCHOLOGICAL ASSESS RESOURCES	01-4300		824.94
85638384	08/31/2018	READ NATURALLY INC.	01-5800		443.52
85638385	08/31/2018	SIERRA OFFICE SUPPLIES &	01-4300		120.66
85638386	08/31/2018	SIG EMPLOYEE BENEFITS TRUST	76-9558		735,067.64

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

Checks Dated 08/31/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85638387	08/31/2018	SOCIAL THINKING PUBLISHING	01-4300		63.31
85638388	08/31/2018	SPECIALIZED EDUC OF CA, INC. DBA SIERRA SCHOOLS	01-5800		3,727.62
85638389	08/31/2018	SUPER DUPER SCHOOL COMPANY	01-4300	92.21	
			Unpaid Tax	6.23-	85.98
85638390	08/31/2018	THE TOVA COMPANY	01-4300		275.00
85638391	08/31/2018	TIME FOR KIDS	01-4300		99.00
85638392	08/31/2018	TOUCH MATH	01-4100		1,158.30
85638393	08/31/2018	WALKER'S OFFICE SUPPLIES	01-4300		1,140.66
85638394	08/31/2018	WESTERN PSYCHOLOGICAL SERVICES	01-4300		301.04
85638395	08/31/2018	WINSOR LEARNING, INC.	01-4100		5,835.05
85638396	08/31/2018	NANCY ALEXANDER-STORM	01-5800		3,539.83
85638397	08/31/2018	Evelyn G. Keaton	01-4300		15.97
85638398	08/31/2018	Michael R. Long	01-4300		23.40
85638399	08/31/2018	Hannah K. Ritchie	01-5200		10.00
85638400	08/31/2018	ADD SOME CLASS	01-4300	498.65	
			25-4300	23,861.38	
			25-4400	7,661.42	32,021.45
85638401	08/31/2018	C & S TELECOMMUNICATIONS INC	25-4300	675.00	
			25-5800	232.48	907.48
85638402	08/31/2018	CDW GOVERNMENT INC	01-4300		2,332.49
85638403	08/31/2018	CITRUS HEIGHTS SAW & MOWER	01-4365		396.02
85638404	08/31/2018	CITY OF LINCOLN / PG&E REIMB	01-5510		4,013.44
85638405	08/31/2018	CITY OF LINCOLN/NON UTILITY	01-5500		16,324.03
85638406	08/31/2018	CLIMATE CONTROL INC	01-5600		8,624.00
85638407	08/31/2018	DECKER EQUIPMENT	01-4300		123.13
85638408	08/31/2018	DIESEL EMISSIONS SERVICE	01-5600		1,292.32
85638409	08/31/2018	DISCOVERY OFFICE SYSTEMS	01-5600		92.61
85638410	08/31/2018	GEARY PACIFIC SUPPLY	01-4300		164.53
85638411	08/31/2018	GRAINGER .	01-4300		34.75
85638412	08/31/2018	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		2,409.40
85638413	08/31/2018	HILLYARD / SACRAMENTO	01-4300		149.43
85638414	08/31/2018	HOME DEPOT CREDIT SERVICES	01-4300		3,752.27
85638415	08/31/2018	J & J SCREEN & GLASS	01-5600		540.00
85638416	08/31/2018	K-12 SPECIALTIES INC	01-4300		659.00
85638417	08/31/2018	NCM - NATIONAL CINEMEDIA LLC	01-5801		900.00
85638418	08/31/2018	NORMAC	01-4300		348.92
85638419	08/31/2018	PACIFIC GAS & ELECTRIC CO	01-5510	40,235.19	
			01-5530	267.64	40,502.83
85638420	08/31/2018	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		870.00
85638421	08/31/2018	RUA & SON MECHANICAL INC	01-5600	7,000.00	
			35-5600	2,961.10	9,961.10
85638422	08/31/2018	SAC VAL JANITORIAL SALES	01-4300		481.32
85638423	08/31/2018	SCHOOL FACILITY CONSULTANTS	25-5800		273.75

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

Checks Dated 08/31/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85638424	08/31/2018	SIERRA STRIPING INC	01-5800		15,935.00
85638425	08/31/2018	SPURR	01-5530		1,033.61
85638426	08/31/2018	TRANE	40-5600		133,575.00
85638427	08/31/2018	UNITED RENTALS EXCHANGE, LLC	01-5600		892.54
85638428	08/31/2018	VALLEY ROCK LANDSCAPE MTRL INC	01-4300		519.00
85638429	08/31/2018	AIR CONTROL SERVICES, INC.	13-5600		376.83
85638430	08/31/2018	CROWN DISTRIBUTING INC.	13-4380	1,009.40	
			Unpaid Tax	31.17-	978.23
85638431	08/31/2018	CULTURE SHOCK YOGURT	13-4710		420.00
85638432	08/31/2018	DANIELSEN COMPANY	13-4380	59.93	
			13-4710	1,687.58	
			Unpaid Tax	4.05-	1,743.46
85638433	08/31/2018	GOLD STAR FOODS, INC	13-4710		10,157.62
85638434	08/31/2018	ORIENTAL TRADING COMPANY INC	01-4300	813.01	
			Unpaid Tax	50.31-	762.70
85638435	08/31/2018	PROPACIFIC FRESH	13-4380	67.86	
			13-4710	2,482.70	2,550.56
85638436	08/31/2018	UNIFIRST CORPORATION	13-5800		178.51
85638437	08/31/2018	ANTHONY BARGAS	13-8634		22.00
85638438	08/31/2018	REBECCA LUY	73-5850		200.00
		Total Number of Checks	**125**		**1,209,851.00**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	112	289,476.17
13	Cafeteria Fund	8	16,462.43
25	Capital Facilities Fund	3	32,704.03
35	Schools Facilities (Prop 1A)	1	2,961.10
40	Spec Res For Capital Outlay	1	133,575.00
73	Foundation Trust	1	200.00
76	Payroll Fund	1	735,067.64
	Total Number of Checks	**125**	1,210,446.37
	Less Unpaid Tax Liability		595.37-
	Net (Check Amount)		**1,209,851.00**

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratification of Contract with AMF Rocklin Lanes And Foskett Ranch Elementary

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Site Funds/Donations

MEETING DATE:

October 2, 2018

ROLL CALL REQUIRED:

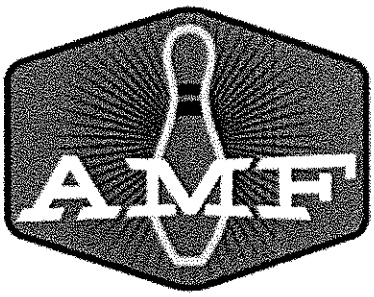
No

BACKGROUND:

The attached contract is for services with AMF Rocklin Lanes and Foskett Ranch Elementary School for a school field trip to AMF Rocklin Lanes in Rocklin, CA. The field trip will take place on Wednesday, October 10, 2018. The services include the bowling shoes rental for 16 students, 3 bowling lanes for 1.5 hours, and a $7 arcade card for each student. The cost of these services is $127.84 and will be paid with Site Funds and donations.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between AMF Rocklin Lanes and Foskett Ranch Elementary School.



AMF Rocklin Lanes
2325 Sierra Meadows Dr., Rocklin, California 95677
916-624-8216, Fax: 585-381-0378

BOOKED BY: Courtney Corcoran

Event Contract

BEO#: 583-1118

ACCOUNT:	Foskett Ranch Elementary School	**ONSITE:**	Kelly Castillo
POST AS:	RFP	**PHONE:**	9164345255
STATUS:	Prospective	**EMAIL:**	kcastillo@wpusd.org
		CELLPHONE:	
	TAX EXEMPT? No	**TAX EXEMPT#**	

DAY/DATE	TIME	EVENT TYPE	GTD
Wednesday, October 10, 2018	9:30 AM - 11:00 AM	Kids	16

Quantity	Package Type	PRICE	SUBTOTAL
16	School/Camp w/out Food	$7.99	$127.84

NO.	MOR	PRICE	SUBTOTAL
	Shoes		

NO.	PLAY	PRICE	SUBTOTAL
	$7 Arcade Card (14 credits) for each Child		
	1.5 Hours of Camp Bowling		

Subtotal:	**$127.84**
Event Fee:	**$0.00**
Sales Tax:	**$0.00**
Discount:	**$0.00**
GRAND TOTAL:	**$127.84**

DEPOSITS & PAYMENTS

Required Deposit: $63.92 **Deposit Due:** October 1, 2018

Date of Payment	Pay Method	Amount
Total		
Balance Due		

SIGNATURES

AMF Rocklin Lanes

Representative: Courtney Corcoran Date: September 18, 2018

Kelly Castillo, or authorized representative

Customer: Asst Supt of Business Svs and Operations Date: 9/18/18

Subject to terms and conditions incorporated herein.

I, the undersigned, authorize AMF Rocklin Lanes to charge to the credit card described below an amount up to $127.84, which constitutes total payment for the event described in this document.

Signature of cardholder:

_____

Date: _____

If the cardholder is not available at the party, _____ is given authority to sign in the cardholder's absence.

Card type: _____

Card number: _____

Expire date: _____

CVV Code: _____

Cardholder Name: _____

Cardholder Address: _____

Cardholder ZIP: _____

_____

INITIAL

TERMS & CONDITIONS

The following terms and conditions govern your purchase of event services from the bowling facility ("facilities","we"or"us"). You agree as follows:

1. You are obligated to pay the total fees and charges referenced above on the face of this contract. Such amount represents your minimum total spend for the event ("Minimum Total Spend"). Subject to availability and our approval, you may modify the type or amount of event services you have purchased with us up to 3 business days prior to the event, provided you cannot reduce your Minimum Total Spend. All guests in your party will be counted as attendees.

2. You will deliver us a deposit in the amount specified above in this contract, payable by credit card, company check made payable to us or cash at the time of signing this contract. If such deposit is not received, we may cancel this contract with no further notice to you. The balance owed is due three (3) business days prior to the date of the event. You authorize us to charge any credit card on file with us as sums are due hereunder, including any costs for damage caused by you or your guests. Upon signing this contract, you are unconditionally liable for 10% of the total fees which shall constitute a nonrefundable and noncancelable obligation. Any deposit with us can be applied against such obligation. You may cancel this contract and the event up to 30 days prior to the date of event at which time we will refund 90% of the total fees previously delivered to us. After the date which is 30 days prior to the event date, there will be no refunds and all obligations are noncancelable. Events cannot be rescheduled without our express prior written consent. If you purchase additional services and goods on the day of the event, you are liable for all additional amounts owed.

3. All food and beverages (alcoholic & non-alcoholic) must be purchased from us. No outside food (excluding birthday cakes/cupcakes), beverages, DJs, live music, open flame, equipment, decorations, or dancing are permitted. All events with 20 or more guests, or 4 or more lanes must pre-order food & beverages in an amount equal to or greater than the above stated contracted fees. During the month of December, you must purchase food & beverages in an amount equal to or greater than the above contracted price. "Tabs" are not permitted. None of our food or beverages may be removed from the premises. We are not responsible for any your property left unattended at the facilities. Lane location will be selected at the sole discretion of the facility unless stated otherwise in this contract.

4. We are solely providing the facilities, services and equipment expressly stated in this contract, and no other. If you require installation of lighting or audio/video equipment or a tie-in to our existing systems, you must deliver such equipment for testing at our facilities at least 72 hours prior to the event, and we may require the presence of additional personnel whose time will be charged back to you. Rates are available upon request. Your equipment is not guaranteed to operate with our facilities.

5. If you provide us a pre-paid credit card, we will apply all event costs (e.g., food/drinks) against such card. You, however, remain responsible for all costs incurred during the event.

6. Events may involve physical activity. You and your guests represent that you are in proper health to participate in such activities. You assume risks arising therefrom. We reserve the right to refuse entry due to age restrictions. 18+ and drinking age restrictions vary by location on nights and weekends. Children must be 4 or older to bowl and chaperoned. We reserve the right to refuse service and remove anyone from the facility which we reasonably believe threatens the safety of personnel or guests or causes damage to our facilities, including activity pertaining to: concealed weapons, intoxication, dress code violations, health/security, illegal drug activity, and/or any activity that violates federal, state, provincial or local laws. Other local restrictions and facility house rules may apply. You may not incorporate decorations, marketing, equipment, furniture or other similar items at the event without our prior written consent.

7. You are responsible for any and all damages, losses, claims and liability arising out of or related to your or your guests' use of the event facilities, equipment and services, or related to your event, including property damage or personal injury arising therefrom, and will release, indemnify and hold us harmless from damages, losses, claims and liability resulting therefrom (other than claims caused by our gross negligence or willful misconduct).

8. By signing this contract, the signer is attesting that he/she is authorized to sign this contract and hereby authorizes the credit card charges noted herein. We may send you marketing, advertising or promotional communication to the contact information you provided - if you do not wish to receive such items, let us know.

9. Our services and facilities are provided "as is" without any warranty or representation express or implied. WE ARE NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, GENERAL, EXEMPLARY, ECONOMIC DAMAGES ARISING FROM THIS CONTRACT OR OUR SERVICES. OUR LIABILITY, IF ANY, IN ALL CASES SHALL BE LIMITED TO AMOUNTS PAID TO US UNDER THIS AGREEMENT.

10. The credit card on file will be charged with the remaining balance of the contract three (3) days prior to the event if other

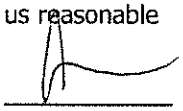
payment arrangements have not been made.

11. A 18% EVENT FEE APPLIES ON ALL FOOD, BEVERAGES & PACKAGES. THE EVENT FEE IS MANDATORY. WE USE THE CHARGE FOR THE ADMINISTRATION OF THE EVENT AND TO DEFRAY OVERHEAD AND OTHER EXPENSES RELATED TO THE EVENT. IT IS NOT A GRATUITY AND WILL NOT BE DISTRIBUTED TO PERSONNEL THAT PROVIDE SERVICE AT THE EVENT.

12. The pricing set forth in this contract contains the total cost for the event described above. No gratuity to personnel is required or expected.

13. We are not responsible for any delay or failure in performance of any part to the extent that such delay or failure is caused by acts of God or other causes beyond our control. This contract is governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws rules. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party in the State of New York, in the City of New York, County of New York.

14. For events held in a facility in Canada, the following terms shall apply and govern in the event of any inconsistency with the above terms. This contract is governed by and construed in accordance with the laws of the province of Ontario, without regard to its conflicts of laws rules. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party in the province of Ontario. We collect, use, and disclose the personal information that you provide us herein for the purpose of providing you with the services that you have requested, which may include processing of your personal information by a third party. You can refuse to consent to our collection, use, or disclosure of your personal information, although this will impact our services for you. You may also withdraw your consent to any further collection, use, or disclosure of personal information at any time by giving us reasonable notice.



INITIAL

AMF Rocklin Lanes

2325 Sierra Meadows Dr.,Rocklin, California 95677

916-624-8216, Fax: 585-381-0378

Event Order

ACCOUNT:	Foskett Ranch Elementary School	**EVENT DATE:**	Wednesday, October 10, 2018
POST AS:	RFP	**CONTACT:**	Kelly Castillo
ADDRESS:	1561 Joiner Parkway	**PHONE:**	9164345255
	Lincoln, 95648	**EMAIL:**	kcastillo@wpusd.org
		ONSITE:	Kelly Castillo
STATUS:	Prospective	**BOOKED BY:**	Courtney Corcoran

TIME	EVENT TYPE	NUMBER OF LANES	AGR	GTD
9:30 AM - 11:00 AM	Kids	3	16	16

EAT	PLAY
	16 $7 Arcade Card (14 credits) for each Child 1.5 Hours of Camp Bowling
DRINK	**MOR**
	16 Shoes

Notes

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
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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:
October 2, 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
41 Televisions	Dispose	Technology
8 Overhead projectors	Dispose	Technology
1 Acer Laptop	Dispose	Technology
1 Belkin Battery Backup	Dispose	Technology
2 Printers	Dispose	Technology
53 Chromebooks	Dispose	Technology
19 Dell Drivers	Dispose	Technology
2 Dell Laptops	Dispose	Technology
22 Dell Monitors	Dispose	Technology
2 Dell Printers	Dispose	Technology
1 Document Camera	Dispose	Technology
1 Elmo	Dispose	Technology
1 Emerson Battery Backup	Dispose	Technology
1 Epson Scanner	Dispose	Technology
78 HP Drivers	Dispose	Technology
1 HP Netbook	Dispose	Technology
7 HP Monitors	Dispose	Technology
6 HP Printers	Dispose	Technology
1 HP Notebook	Dispose	Technology
5 HP rp5700 Business System	Dispose	Technology
4 Point of Sale Systems	Dispose	Technology
1 HP Scanner	Dispose	Technology
2 HP Switches	Dispose	Technology
2 Interactive Whiteboards	Dispose	Technology
2 iPads	Dispose	Technology
1 iPad case	Dispose	Technology
1 KDS Monitor	Dispose	Technology
3 Ladibugs	Dispose	Technology
1 Microprocessor	Dispose	Technology
2 Pacificom Computers	Dispose	Technology
1 Projector	Dispose	Technology
2 Viewsonic Monitors	Dispose	Technology

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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SUBJECT:
Ratification of Contract with
Total Educational Systems Support (TESS)

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Kerry Callahan

ENCLOSURES:
Yes

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
LCFF Supplemental

MEETING DATE:
October 2, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:
The attached contract is with Total Educational Systems Support (TESS) for instructional coaching at TBMS that is focused on Effective First Instruction. The coaching will be held throughout the 2018-2019 school year.

RECOMMENDATION:
Administration recommends that the Board ratify the contract proposal agreement between TESS and Western Placer Unified School District.

TESS
TOTAL EDUCATIONAL SYSTEMS SUPPORT

TO: Kerry Callahan
Assistant Superintendent

FROM: Gene Tavernetti, Ed. D.
Carin Contreras
TESS Consulting Group

RE: Proposal to Provide Administrator and Teacher Training and Coaching-TBMS

DATE: September 4, 2018

Cost and Scope of Services[1]

Service	Target Group	Date	Cost	Consultant
Coaching Cycles	4 days	TBD	$7600	TESS Consultants
Electronic Consultations	Consultants provide clarification on implementation questions electronically/conference calls		Included	TESS Consultants

Total Cost to Provide Effective Focused Instruction Services: $7,600

The agreement may be terminated by either party notifying the other at least thirty (30) days prior to the date of termination. If the school district terminates the contract and any scheduled contract dates are within ten (10) days of the date of notification, the consultant will bill for expenses incurred.

The consultant is an independent contractor hired to provide the service specified herein. The consultant shall provide labor, materials and equipment to carry out the terms of the agreement. In the performance of the work herein, the consultant has the authority to direct the performance of the details of the work.

The cost for these services will be $7,600 expenses included. Please sign the original contracts. Keep one and return one to TESS Consulting Group. Contract entered into by:

TESS Signature Date

9/20/18
Western Placer USD Signature

[1] All prices quoted include all expenses that may be incurred by TESS in the performance of this contract.

Phone 559.432.1261 Fax 559.432.1585
1656 W. Escalon Ave Fresno, CA 93711
www.tesscg.com

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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SUBJECT:
Ratification of Contract with
Veronica Robbins

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Kerry Callahan
Assistant Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
DO – Admin, LCFF General

MEETING DATE:
October 2, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:
The attached contract is for Veronica Robbins to provide grant development and writing services for the 2018-2019 Student Support and Academic Enrichment Grant Program. Services will include, proposal research, writing and preparation services in compliances with CDE guidelines.

RECOMMENDATION:
Administration recommends that the Board ratify the contract proposal agreement between Veronica Robbins and WPUSD.

Contract for Services

This Contract is made and entered into by and between **Veronica Robbins,** herein after called Consultant, and **Western Placer Unified School District,** herein after called the District. The Board of Trustees of the District has authorized the Superintendent to represent and act on its behalf in this contractual agreement.

Services

The Consultant will provide grant development and writing services related to the **2018-19 Student Support and Academic Enrichment (SSAE)** Grant Program. Services will include proposal research, writing, and preparation service in compliance with guidelines established by the California Department of Education. Writing services through this agreement may also include other non-grant writing projects agreed upon by the Consultant and the District.

District Responsibilities

The District must provide all information/data needed for the Consultant to complete the services listed above. The information must be provided in a timely manner in the format(s) requested by the Consultant.

Fee & Payment Schedule

The District shall pay the Consultant $75 per hour for the grant writing services and other writing services covered in this agreement. The Consultant will provide an estimate of hours needed to complete each project and will notify the District immediately if the project is expected to exceed 10% of that total.

The agreement shall commence on September 17, 2018 and/or the date the agreement is signed by both parties. Payment for SSAE services will be due upon submittal of the proposal on or before October 17, 2018 and/or upon receipt of invoice from Consultant. Should the District choose not to submit the SSAE proposal for any reason, the Consultant will be paid for time invested to that point, due upon receipt of invoice. Should the District request additional non-grant writing services, those will be billed twice per month, on or about the 15th and the 30th of each month. Payments are due on within 2 weeks of receipt of invoice from the Consultant.

This Agreement can be renewed upon mutual agreement or updated as necessary with either written amendment of both parties or full renegotiation of the entire agreement.

Initial for page 1 - VR _____ WPUSD _____

Duration of Agreement

September 17, 2018 – December 30, 2018

9/20/18
Date

Asst. Superintendent of Ed. Services
Western Placer Unified School District

9-15-18
Date

Veronica Robbins
Tax ID# 570-27-4005
1700 Midway Drive Woodland. CA 95695

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:
Ratification of Memorandum of Understanding between Western Placer Teachers' Association and the Western Placer Unified School District

AGENDA ITEM AREA:
Consent

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

ENCLOSURES:
Agreement

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
October 2, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

The Western Placer Unified School District and the Western Placer Teachers' Association approve of this memorandum of understanding. This agreement is regarding early release days for our District and the previous agreement was missing some information in numbers 5 and 7.

RECOMMENDATION:

Administration recommends the Board of Trustees ratify the Agreement between Western Placer Unified and the Western Placer Teachers' Association.

Memorandum of Understanding For "Early Release Days"

This memorandum of understanding is the resolution between the Western Placer Unified School District ("WPUSD") and the Western Placer Teachers Association ("WPTA") regarding the Early Release Days for the 2018-2019 school year. The following activities are at the District's Discretion. If implemented, both parties will adhere to the following agreement:

1. WPUSD and WPTA are committed to meeting the goals of the district LCAP and agree that as a Professional Learning Community (PLC) we can achieve these goals. A PLC collectively focuses on ensuring the learning and well-being of all students and the District LCAP goals capture our commitment to this. To achieve our LCAP goals we realize that dedicated PLC time is necessary to support the critical work we must do. Therefore, the District 2018-2019 calendar (see 2018-2019 District Calendar attached as Exhibit A) will reflect Early Release Mondays (ERM) to be utilized solely to support the work of our PLC in achieving our LCAP goals. Up to four (4) ERMs may be scheduled for cross-district articulation to support PLC work. All other ERMs will be utilized at site discretion for PLC work, which may include additional cross-district articulation days if sites deem them necessary.

2. The PLC process requires, through a continuous cycle, improvement upon:
    - Learning Environments
    - A guaranteed and viable curriculum
    - Effective First Instruction
    - Progress Monitoring
    - Intervention
    - Enrichment

    Thus, the PLC work done during Early Release Mondays will be reflective of the aforementioned areas. Administration and WPTA unit members will participate in the PLC process to develop, implement, monitor and adjust practices that align with our belief that all kids can achieve at high levels and our commitment to ensuring all students do. It will be the responsibility of administration to support, guide, coach, and/or facilitate the PLC process to ensure focus is kept on the key area listed above and thus student achievement. Every attempt shall be made to maximize the time provided on Early Release Mondays for PLC work. This means that PLC teams should be meeting for no less than one (1) hour at the elementary and middle school levels and for no less than fifty (50) minutes at the high school level. Start times for PLC collaboration may vary from site to site and within a site. Members not in a traditional PLC based on assignment will be required to fulfill the same PLC time commitments within a flexible schedule and will notify admin.

3. Early Release Days around quarter, semester, and trimester grading periods will be utilized as follows:

a. PLCs may utilize one Early Release Monday around quarter (middle and high school) and trimester one and two (elementary) grading periods for the purpose of preparing grade reports. PLCs must work together to choose a Monday in advance and notify admin of chosen date.

b. Early Release Days at the end of trimester one (including Monday if applicable) are for the purpose of parent conferences at the elementary level. Middle schools will also be on an early release day schedule. High school will follow a normal, full day schedule during this time.

c. Early Release Days at the end of semester one are for the purpose of preparing grade reports at the middle and high school levels. Elementary level will also have Early Release Days and the time will be utilized at the discretion of school sites as mutually agreed upon by unit members and site administration.

d. Early Release Days at the end of the school year (semester two/trimester three) are for the purpose of preparing grade reports at the elementary, middle and high school levels.

4. A minimal amount of preparation work outside of normal information gathering and assessment acquisition responsibilities may be required of unit members.

5. The Parties understand that this MOU addresses the time on Early Release Days and does not modify any current Agreement regarding the remainder of the school day. The teacher work day ends at the normal site time.

6. Both Parties acknowledge that there is a need to provide ongoing first time and refresher training for staff engaged in the PLC process as well as additional targeted training/coaching for key District and WPTA leadership so that collectively we are equipped to operate successfully as a PLC. Consequently, The District is committed to allocating resources to support ongoing training/coaching.

7. To assist in the implementation of the PLC processes and this MOU, WPUSD and WPTA will maintain an oversight committee made up of three WPUSD and three WTA members. Concerns related to the PLC process and/or this MOU will be forwarded to this committee in lieu of the grievance process.

8. This agreement will be reviewed by both parties during the 2018-2019 school year.

Dated: 9/23/18

For the District:

Gabriel Simon, Assistant Superintendent
of Personnel Services

Dated: 9/23/18

For WPTA:

Barret Hess, Chief Negotiator

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Contract with Peachjar

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Scott Leaman, Superintendent
Emma Oehler, Coordinator of Marketing and Communications

ENCLOSURES:
Yes

DEPARTMENT:
Superintendent

FINANCIAL INPUT/SOURCE:
Marketing

MEETING DATE:
October 2, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

The District is going to use a new system, Peachjar, for distribution of flyers. This system allows parents to save flyers and all flyer are placed in a databank to be accessed anytime. The flyers are also made ADA compliant.

RECOMMENDATION:

Approve the contract.

Approved
OA VCN 9.5

peachjar

13290 Evening Creek Drive South, Ste 200
San Diego, CA 92128

Account Name	Western Placer Unified	Created Date	9/24/2018
Bill To	600 Sixth St., Ste. 400 Lincoln, CA 95648	Quote Number	PJ-18092111424
		Expiration Date	9/28/2018
Peachjar Representative	Valerie Wilson	Service Start By Date	11/15/2018

Product	Product Description	List Price	Sales Price	Quantity	Total Price
Peachjar Service License Fee	Unlimited Use Service includes automated email distribution of flyers approved by District and posting, storage, and management of flyers in school-specific web pages and folders located on a website owned by Peachjar and accessible to parents, school staff, and District staff; access and use of Peachjar's digital flyer approval management system.	$750.00	$750.00	10.00	$7,500.00
Discount on Service License Fee	Promotional Discount: Subject to (1) District executing the attached Order Authorization on or before the expiration date shown above and (2) District completing all "Actions to be Conducted by District" as stated in Section 4 of the attached Order Authorization on or before the Service Start by Date, Peachjar agrees to offer a per school discount from its standard Peachjar Service License Fee.	$0.00	($400.00)	10.00	($4,000.00)
Community Free Flyer Posting Policy	Peachjar agrees to allow local community organizations to distribute their digital flyers to nearby schools at no cost when promoting a free event or activity that does not encourage participants to join a fee-based program, or include the opportunity to purchase products or services. This service fee waiver for local community organizations shall be made upon request, is not based on the organization's non-profit status, and includes a limitation for organizations using Community Free flyer posting and/or distribution to 1 posting every 30 days for up to 25 schools.	$0.00	$0.00	11.00	$0.00

Total Fees

Total Price $3,500.00

Initial Here: DS SL

Peachjar Order Authorization

Acknowledgements
Peachjar, Inc. ("Peachjar") will provide District with access and use of Peachjar's digital flyer management system (the "Service") as further described in the attached Quote, subject to the below terms and conditions. This Order Authorization, together with the attached Quote, shall constitute the entire "Agreement."

1. License Grants. Subject to the terms of this Agreement, (1) Peachjar grants District a non-exclusive, non-transferable limited license to use the Service for the approval and distribution of informational digital flyers, and (2), District grants Peachjar a non-exclusive, non-transferrable license to use District data only to the extent necessary to provide the Service as described under Section 3 (Authorized Use & Purpose) below. Such license shall survive the termination of this Agreement for a period of up to 12 months, solely for storing backup District data.

2. Fees. District shall pay the Total fee of $3,500 listed at the bottom of the attached Quote which shall be due 30 days after District executes this Order Authorization. Should District fail to implement the Service on or before the Service Start By Date shown above because it has not fulfilled the Obligations & Actions to be Conducted by District (as set forth below), District agrees to be invoiced and pay a "Late Start Fee" of



peachjar

Approved
OA VCN 9.5

13290 Evening Creek Drive South, Ste 200
San Diego, CA 92128

$100 per school ($100 multiplied by the number of schools shown in the Quantity column on the attached Quote), which shall be due 30 days from invoice date. A Late Start Fee shall not apply if District's delay to implement the Service is caused by an Act of God or an event outside of the District's control. There shall be no fee for future renewals in subsequent renewal terms/years. All fees are non-refundable.

3. Authorized Use & Purpose. In conjunction with Section 1 (License Grant) above, unlimited use of the Service shall be provided to District staff, school staff, and the authorized parent group(s) at each school subject to Peachjar's Terms of Use Policy as set forth on its website. Peachjar will be compensated from external organizations that choose to contract directly with Peachjar for posting and email distribution of their digital flyers through the Service subject to District flyer approval (for which Peachjar has no authority or responsibility over). Peachjar will be solely responsible for billing and collection from such external organizations. District agrees that all participating schools will not distribute paper flyers from external organizations or post/distribute digital flyers from external organizations in a manner that would circumvent Peachjar's compensation. However, schools may place paper copies of flyers in the school office area. Additionally, schools may distribute paper flyers from any source provided that such paper flyer distribution is done in conjunction with digital flyer distribution through the Service. Peachjar will ensure that no digital flyers from external organizations shall be emailed to parents/legal guardians or posted to school webpages through the Service without District approval. District understands and agrees that in conjunction with posting and distributing digital flyers, Peachjar enables communications between approved organizations and parents/legal guardians for the purposes of facilitating sign-ups, providing supplies that may be necessary for participation in activities, and enabling parents/legal guardians to access additional information. Under no circumstances will Peachjar sell, license or otherwise redistribute any personally identifiable information from student records or contained within District data.

4. Obligations & Actions to be Conducted by District. Prior to the Service Start By Date, District agrees to: (i) place an approved Peachjar button (logo with link) on the home page of each school's website; (ii) implement processes to ensure District's Student Information System (SIS) contains a comprehensive list of parent/legal guardian email addresses; (iii) use Peachjar's secure file transfer process to load into the system a full list of all parent/guardian email addresses and update this list to Peachjar through SFTP at least once every 90 days; (iv) place information on the District website to inform external organizations of the Peachjar Service and (v) provide Peachjar with a current contact list of external organizations who have previously distributed flyers.

5. Term and Termination. This Agreement shall commence immediately upon execution of this Order Authorization by District, and continue for one year after the Service Start Date. This Agreement shall automatically renew on the anniversary of the Service Start Date for successive one (1) year periods unless either party provides written notice to the other of its desire not to renew at least 30 days prior to the end the then-current term.

6. Confidentiality and Protection of Information. Peachjar shall use commercially reasonable efforts to ensure that District data will be safeguarded against loss or theft, as well as unauthorized access, disclosure, copying, or use. Peachjar warrants that it complies with FERPA regulations and will not sell, license or otherwise redistribute any personally identifiable information from student records or contained within District data unless required by law, regulation or court order. District represents and warrants that District shall not deliver student email addresses to Peachjar to ensure COPPA compliance and shall maintain confidentiality regarding all pricing terms of this Agreement.

7. Indemnity & Limitations of Liability. District recognizes that Peachjar does not verify the accuracy of information nor filter/review/approve the content that is contained in the digital flyers or provided to District by third-party organizations as part of the digital flyer approval process. The parties shall defend, indemnify, and hold District harmless from any and all claims, demands, causes of action, lawsuits, liabilities, damages and expenses (including reasonable attorneys fees) arising from the acts or omissions of the other party, its officers, directors, shareholders, employees and agents and sub-agents, and of any other person or persons acting under its or their direction and control, or of any of them. Neither party shall be liable for any indirect, incidental, special or consequential damages arising out of or in connection with this Agreement, and each party's aggregate liability hereunder shall not exceed the amount of the fees paid or payable by District to Peachjar within the prior 12 months preceding the claim.

This contract is pending Cabinet approval.

Agreed and acknowledged by the following District Authorized Signer:

Signature: DocuSigned by: Scott Leaman F1D804234AF349C...

Date: 9/26/2018

Name: Scott Leaman

Title: Superintendent

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Mariner Ranch Grazing Contract

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Superintendent

FINANCIAL INPUT/SOURCE:
General

MEETING DATE:
October 2, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

Bert Lefty has been selected to graze Mariner Ranch based on the attached contract.

RECOMMENDATION:

Approve ratification of the grazing contract.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into as of August 1, 2018, by and between the WESTERN PLACER UNIFIED SCHOOL DISTRICT, a political subdivision of the state of California and an institution of post secondary education ("District") and Auburn Ravine Ranch Inc., ("Licensee"), for the use of certain real property owned by the District on the terms and conditions set forth herein.

RECITALS

WHEREAS, the District holds a fee title to certain real property situated in Placer County, California, south of West Wise Road and west of North Dowd Road, identified as Assessor's Parcel Number 21-020-067 ("Premises"); and

WHEREAS, the Wildlife Heritage Foundation holds conservation easement for the management and preservation of the Premises; and

WHEREAS, the District is a party to a Mitigation Land Transfer Agreement for the Premises which includes a Preserve Management Plan ("PMP"); and

WHEREAS, the PMP governs the use of the Premises and contains detailed management prescriptions for the Premises, including a grazing prescription; and

WHEREAS, Licensee desires to use portions of the Premises as a grazing pasture including but not limited to, the right of ingress and egress to and from the Premises, subject to the terms and conditions hereof, for the purpose to pasture, manage and care for up to (117 – this number can be increased by mutual agreement of the Licencsee and District) of Cattle AU ("Grazing"); and

WHEREAS, Licensee will require, among other things, a right of entry onto the Premises to carry out the Grazing.

NOW, THEREFORE, THE DISTRICT AND LICENSEE HEREBY MUTUALLY AGREE AS FOLLOWS:

ARTICLE I

License

1.1 Grant of License. The District agrees to grant Licensee a revocable license ("License") to enter the Premises for the sole purpose of carrying out and conducting its Grazing. The rights granted to and the obligations imposed on Licensee shall extend to Licensee's officers, agents, employees, volunteers, and independent contractors.

1.2 Physical Extent of Right to Enter. The license created hereunder shall consist of the right for Licensee to enter and use certain portions of the Premises ("License Area") known as Mariner/Rockwell Ranch.

1.3 Permitted Use/Licensee's Responsibilities. Licensee shall use the Premises solely for the purpose of operating and conducting the Grazing, which includes its staff, equipment, supplies, services, and administration of the Grazing, and shall be responsible for all costs and services relating to said operations. Licensee shall be solely responsible for providing all equipment, fencing, maintenance, herd acquisition, medicine, implants, anthelmintic, herd salt, maintenance of fencing, maintenance of water system piping, and labor for installation of portable fencing for the Grazing. Licensee's use of the Premises shall be consistent with the permitted uses set forth in Exhibit "B" and the PMP attached hereto as Exhibit "C."

1.4 Licensee Fee. Licensee agrees to pay, and the District agrees to accept as a license fee ("Fee") for the use of the License Area of the Premises the sum of Twenty-four Thousand ($24,000) per year for the term of the License. The Fee shall be due and payable in two equal installments due November 1, 2018 and June 1, 2018.

1.5 N/A

1.6 Terms, Termination and Revocation of the License.

(a) This License shall commence on September 1, 2018 and continue in effect for a period of 21 months until June 15, 2020 subject to its earlier termination as provided herein. Licensee must provide written notice to the District no later than ninety (90) days prior to the end of such term of its intent to renew this License Agreement. After receiving such notice, the District, at its sole discretion, may renew this Agreement at an agreed upon price.

(b) The right of entry granted Licensee hereunder shall operate from twenty-four (24) hours a day, seven (7) days a week for Licensee's conduct of its Grazing.

(c) The License may be terminated by either party at any time for convenience. Any such termination shall become effective on the thirtieth (30^{th}) calendar day following the date the terminating party gives written notice to the other party of the termination.

(d) The License may be terminated by either party at any time with or without cause. "Cause" shall consist of a material breach of any provision of this Agreement and the failure of the breaching party to cure the breach within fifteen (15) calendar days of being notified of the breach. Such a termination shall become effective immediately upon the giving of written notice of the termination. If the District terminates the License for cause, then the District may bring an action to recover from Licensee any unpaid Fees and any other amount necessary to compensate the District for all detriment proximately caused by Licensee's failure to perform its obligations under this Agreement, including any lost funding due to Licensee's failure to use the Premises in accordance with this Agreement. The District may bring an action, in addition to or in lieu of this action, to reenter and regain possession of the License Area of the

Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

(e) Upon the effective date of termination of the License, Licensee and Licensee's agents, officers, employees, volunteers and independent contractors shall immediately vacate the Premises except to the extent required under Paragraph 1.7, Repair and Restoration. Upon termination, Licensee shall be responsible for the cost to the District for repair of damages to the License Area of the Premises caused by Licensee or by any other cause not the fault of the District within thirty (30) days of receipt of an invoice for the costs District incurred. Licensee shall be responsible for repair and restoration of the Premises.

(f) The remedies given to the District in this Article shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this License Agreement.

1.7 Repair and Restoration. After completion of the license term, Licensee shall remove or cause to be removed any equipment and paraphernalia that had been placed on the Premises. If Licensee or its agents cause any damage to the Premises, or to any other portion of the Premises, to District's roads, infrastructure, or other property and improvements in connection with the exercise of this License, Licensee shall repair and restore the Premises and Property to their original condition prior to Licensee's use of the Premises pursuant to this License. Licensee shall perform the repair and restoration required hereunder prior to the expiration of this License, or within ten (10) days of the earlier termination of Licensee's rights hereunder. In the event that repair and restoration is performed following the termination of this License, Licensee's Indemnity and Insurance obligations under this Agreement shall continue until repair and restoration is completed as provided herein. If Licensee fails, after requests by District to repair or restore improvements, or remove equipment as provided herein, Licensee shall, upon receipt of request, reimburse District for the cost of such removal, repair, or restoration that is necessitated by the District.

1.8 Liens and Claims.

(a) Licensee shall neither take nor permit any action that would allow for a lien or encumbrance to be placed upon the Premises. Licensee shall promptly pay in full for any equipment, medicine, implants, anthelmintic, and herd salt for the Grazing that Licensee shall cause to be delivered to the Premises and shall promptly pay in full all persons who perform labor on the Premises at Licensee's request. If any mechanics' or material men's liens or any other liens or claims for any work done or items furnished at Licensee's request are filed against the Premises, Licensee shall remove the liens and claims at Licensee's own expense. If Licensee fails to remove the liens or claims and any judgment is entered thereon or thereunder, Licensee shall pay that judgment. Should Licensee fail, neglect, or refuse to remove any liens or claim or to pay any judgment, the District shall have the right to pay any amount required to release any such liens or claims, or to defend any action brought on the liens or claims and to pay any judgment entered on the liens or claims; and Licensee shall be liable to the District for all costs, damages, reasonable attorneys' fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or claims or any judgment obtained therefore. The District

may record, post and maintain upon the Premises a notice of non-responsibility.

(a) Licensee shall not encumber by any security instrument, all or a part of Licensee's interest under this License without the prior written consent of the District, and upon such terms and conditions as the District may require.

ARTICLE II

Restrictions and Conditions

2.1 Program. Licensee shall be responsible for the Grazing and all associated costs, shall ensure that the Grazing complies with all applicable laws, shall act in a professional manner and not permit nuisance or waste on the Premises, and shall not obstruct access to the Premises. The District, the Wildlife Heritage Founding, the California Department of Transportation, and government officials, if applicable, shall have the right to inspect the Grazing at any time. Licensee may place one (1) appropriate sign on the Premises; however, the District shall have the right, but not the obligation, to approve any signage in writing in advance of its placement on the Premises.

2.2 Alterations, Additions, or Improvements. Licensee may not demolish, remove, replace, relocate, reconstruct, or modify or change the contour or grade of the Premises. No structures, improvements, alterations or other facilities may be constructed, erected, or made on, or within, the Premises by Licensee without the prior written consent of the District. All requests for an alteration, addition, or improvement to the License Areas or other area of the Premises must be submitted to the District with complete plans. When consent for an alteration, addition, or improvement to the Premises is granted, Licensee shall be responsible for obtaining any and all necessary permits required by statue, law, ordinance or regulation of any agency having legal jurisdiction there over. The cost of any alteration, addition or improvement shall be borne solely by Licensee, unless agreed otherwise in writing by the District. The District shall have no obligation to purchase improvements made to the License Area, or to any other portion of the Premises, by Licensee upon termination of this Agreement.

(a) All alterations, additions, or improvements constructed or placed on the Premises by Licensee must be free and clear of any liens, claims or liability of any kind as a condition of Licensee maintaining the alteration, addition or improvement on the Premises.

(b) Licensee shall at all times indemnify and hold the District harmless from all claims for labor or materials in connection with the construction, repair, alteration, or installation of any approved structure, improvement, or equipment on the License Area, or any other portion of the Premises, by Licensee, and shall defend the District against such claims, including indemnity for any and all attorneys fees and costs that may be incurred as a result thereof by the District.

(c) The District retains the right to require Licensee, at Licensee's cost, to remove all alterations, additions, or improvements it has been responsible for installing anywhere

on the Premises at the expiration or termination of this License.

2.3 Compliance With Laws. Licensee shall, at Licensee's own cost and expense, comply with all applicable statutes, ordinances, regulation, and requirements of all Governmental entities, both Federal, State and County or Municipal, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. If any license, permit, or other Governmental authorization is required for the lawful use or occupancy of the Premises or any portion of the Premises, the Licensee shall procure and maintain it throughout the term of this License. Licensee shall indemnify, and hold The District free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from Licensee's failure to comply with and perform the requirements of this Section.

2.4 Compliance with PMP. Licensee shall, at Licensee's own cost and expense, fully comply with the requirements and prescriptions of the PMP, attached hereto as Exhibit "C." Licensee shall indemnify, and hold The District free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from Licensee's failure to comply with and perform the requirements of this Section.

2.4 Fingerprinting. Licensee and their agents, representatives, and employees shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code section 45125.1. Licensee's compliance with these requirements shall be done at no cost to District, including, but not limited to completing background checks and fingerprinting under procedures established by the California Department of Justice and the Federal Bureau of Investigation. The results of those background checks and fingerprints shall reveal that none of the Licensee's agents, representatives, and employee have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Licensee further agrees and acknowledges that if at any time during the Term of this Agreement Licensee learns or becomes aware of additional information, including additional personnel, which differs in any way from the standards set forth above, Licensee shall immediately notify the District and prohibit any new personnel from accessing the Premises until the fingerprinting and background check requirements have been satisfied and District determines whether any such access is permissible.

2.5 Prohibited Uses. Licensee shall not use or permit the License Area, or any portion of the Premises, to be improved, used or occupied in any manner or for any purpose that is in any way in violation of the PMP, any valid law, ordinance, or regulation of any Federal, State, County, or Local Government agency, body or entity.

(a) Alcohol. The sale, serving, consumption, or possession of alcoholic beverages shall not be permitted on the Premises.

(b) Firearms. The possession, transfer, sale or use of firearms, weapons, explosives or other improper materials is strictly prohibited on the Premises.

2.6 Assessments, Fees, Charges, and Utilities. During the term of this License, the District shall not provide water and electric, the cost of which shall be borne by the Licensee.

Licensee shall be responsible for obtaining and paying for all utility services, including but not limited to any costs associated with installing additional meters.

(a) Additional Assessments/Fees. Licensee shall pay or cause to be paid, and hold the District free and harmless from all assessments, fees, and charges, related to the Grazing, except as otherwise set forth in this Agreement.

(b) Garbage Removal. Licensee shall be responsible for the removal of garbage and rubbish from the License Area, or any portion of the Premises utilized by Licensee, during the term of this License, and shall pay or cause to be paid, and hold the District free and harmless from all assessments, fees, and charges for trash removal services.

2.7 Condition of Premises. District makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and shall not be liable for any latent or patent defect therein. This License shall be subject to any existing rights of others, including, but not limited to, easements and rights of way not otherwise condemned by the Licensee. Licensee acknowledges that all improvements on the Premises are the property of the District and shall not remove or alter any fixtures or trees without the District's express written permission.

2.7 Repairs and Maintenance. Licensee, at its cost, shall maintain the License Area in a condition consistent with the condition existing at the time of delivery of the License Area to Licensee. Licensee acknowledges that the License Area is provided in an "as is" condition.

(a) Maintenance and Repairs. Licensee shall be responsible for watering the turf and general maintenance and repairs consistent with the District's maintenance standards. Licensee shall make all necessary repairs to the Premises. Licensee shall not alter the License Area of any other portion of the Premises unless agreed to in writing by District. Licensee shall pay for any repairs to the License Area arising from any cause other than the District's fault, or Force Majeure, within (30) days of receipt of any invoice for the costs of the repairs. The District may retain any portion of, or all of, the security deposit tendered by Licensee as reimbursement for any repair for which Licensee is responsible.

2.8 Insurance.

(a) Coverage Required.

Before the commencement of the License and during the term of the License, Licensee shall obtain and maintain insurance issued by insurers acceptable to the District covering Licensee's activities on the Premises, and otherwise, as follows:

(1) Farm liability insurance (contractual liability included) for bodily injury, personal injury and property damage and including products and completed operation and non-owned and hired automobile coverage, with liability limits of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If the policy contains a General Aggregate, then the liability limit must be not less than Two Million Dollars ($2,000,000.00).

(2) Automobile liability insurance for bodily injury, personal injury and property damage for vehicles owned, non-owned, or hired, with policy limits or not less than One Hundred Thousand Dollars ($100,000.00) per person, Three Hundred Thousand Dollars ($300,000.00) per accident, and Fifty Thousand Dollars ($50,000.00) property damage.

(4) Worker's Compensation as required by California law.

(b) Insurance Provisions.

(1) The policies described in Subsection (a) above shall: (i) name the District as an additional insured and be provided on an occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by the District; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than thirty (30) days written notice shall be given to the District before the cancellation or reduction of coverage or amount of such policy.

(2) A certificate issued by the carrier of the policies described in Subsection (a) above shall be delivered to the District prior to Licensee's entry onto the License Area pursuant to this Agreement. Each such certificate shall set forth the limits, coverage, and other provisions required under this Section. A renewal certificate for each of the policies described above shall be delivered to the District not less than thirty (30) days before the expiration of the term of such policy. Coverage shall be subject to the District's approval by an insurer admitted and licensed in California to transact insurance coverage and issue policies.

(3) The policy described in Subsection (a) above may be made part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required in this Section and does not reduce the coverage, impair the District's rights under this Agreement, or negate Licensee's obligations under this Agreement.

(4) Upon the District's request, a copy of the insurance policies described above shall be provided to the District.

(c) Before the commencement of the Grazing, Licensee shall provide a certificate(s) of insurance and endorsements on forms acceptable to the District, for the period covered by the Agreement, with full Worker's Compensation Insurance coverage for no less than the statutory limits, and employer's liability insurance coverage for all persons whom it employs or may employ in carrying out the Grazing under this Agreement. This insurance shall be in strict accordance with the requirements of the most current and applicable State Worker's Compensation Insurance Laws. If there are no employees accessing the property on behalf of the Licensee, this section is null and void.

2.9 No Property Interest Created. The License created by this Agreement does not create any interest for Licensee in the Premises or any property owned by the District, and is not coupled with any property interest or other interest. The License is personal to Licensee and is not assignable. The License does not inure to the benefit of any assignees, heirs or successors of

Licensee.

2.10 Safety. Licensee shall be solely and completely responsible for conditions of the License Area of the Premises, including safety of all persons and property during times when Licensee, its agents, employees, volunteers and independent contractors access the Premises. The Licensee, its agents, employees, volunteers and independent contractors shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety. All materials, equipment, and supplies provided for the Grazing shall fully conform with all applicable State, local and Federal safety laws, rules, regulations, and orders.

2.11 Licensee's Duty to Repair and Restore Premises. If at any time during the term of this License, any improvements now or hereafter placed on the License Area, or any other portion of the Premises, are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of the District, this License shall continue in full force and effect and Licensee, at Licensee's own cost and expense, shall be responsible for the cost incurred to repair and restore the damaged improvements.

2.12 Indemnity by Licensee. Licensee shall indemnify and hold the District, its officers, agents, employees, members of its Board of Trustees and Board of Trustees and the property of the District, free and harmless from any and all liability, claims, loss, damages, or expenses resulting from Licensee's occupation and use of the License Area, or any other portion of the Premises, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of:

(a) The death or injury of any person, including Licensee or any person who is an employee, guest, invitee, or agent of Licensee, or by reason of the damages to or destruction of any property, including property owned by Licensee or by any person who is an employee or agent of Licensee, from any cause whatsoever as a direct result of operating the Grazing while that person or property is in, or about the License Area of the Premises or in any way connected with the License Area of the Premises or with any of the improvements or personal property on the License Area of the Premises;

(b) The death or injury of any person, including Licensee or any person who is an employee or agent of Licensee, or by reason of the damage to or destruction of any property, including property owned by Licensee or any person who is an employee or agent of Licensee, caused or allegedly caused by either (1) the condition of the License Area of the Premises or improvements on the License Area of the Premises, or (2) some act or omission on the Premises of Licensee or any person in, on or about the Premises with the permission and consent of Licensee;

(c) Any work performed on the License Area of the Premises or materials furnished to the Premises at the instance or request of Licensee or any person or entity acting for or on behalf of Licensee; and

(d) Licensee's failure to perform or comply any provision of this License or to comply with any requirement of law or any requirement imposed on Licensee by any duly authorized agency or political subdivision.

2.13 Entry by the District. The District may enter the License Area of the Premises at any time, to determine whether Licensee is complying with this Agreement, and to inspect, maintain or repair any part of the Premises. Licensee waives any claim for damages for injury, inconvenience or interference with Licensee's business, or any loss of occupancy or quiet enjoyment, caused by such entry. The District shall have keys to unlock all fences on the Premises and the right to enter by any means necessary in an emergency. District will provide three (3) sets of keys to access the Premises to Licensee but in no event shall Licensee create or cause to be created any additional copies of such keys without the written consent of the District.

2.14 Limitation of Liability. No board member, officer, employee, representative, or agent of the District, shall be personally liable in any manner or to any extent under or in connection with this Agreement and Licensee, its successors and assigns hereby waives any and all claims of such personal liability.

ARTICLE III

General Terms and Provisions

3.1 Entire Agreement. This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter dealt with in this Agreement and all understandings, oral or written, with respect to the subject matter of this Agreement are hereby superseded.

3.2 Future Assurances. Each party hereto shall cooperate and take such actions as may reasonably be required by the other party hereto in order to carry out the provisions of this Agreement and the transactions contemplated by this Agreement.

3.3 Amendment of Agreement. No modification of, deletion from, or additional this Agreement shall be effective unless made in writing and executed by both the District and Licensee.

3.4 Waiver. The failure by either party to enforce any term or provision of this Agreement shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either party of any term or provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

3.5 Severability. In the event any clause, sentence, term or provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of this Agreement shall nonetheless remain in full force and effect.

3.6 Construction of Agreement. The terms and provisions of this Agreement shall be liberally constructed to effectuate the purpose of this Agreement. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no

uncertainty or ambiguity shall be construed or resolved against either party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement.

3.7 Governing Law and Venue. In the event of litigation, this Agreement shall be governed by and construed in accordance with the laws of the State of California, unless there is a conflict with a federal law or regulation which federal law or regulation shall then prevail. Venue shall be with the appropriate state of federal court located in Placer County.

3.8 Property Taxes. Notwithstanding anything contained herein to the contrary, Licensee's possession and use of the District's Premises under this License Agreement may be determined to create a "possessory interest" in said Premises in Licensee and Licensee may be subject to the assessment of property taxes based upon such a possessory interest. Licensee solely shall be responsible for the payment of any and all such property taxes levied on such interest, including any penalties and interest in connection therewith.

3.9 Licensee's Rights to Assignment. Licensee shall not have the right to assign this License or this Agreement or any interest in this License or Agreement, without the District's prior written consent.

3.10 Licensees Right to Sublicense. Licensee shall not have the right to sublicense all or any portion of the License Area of the Premises without the District's prior written consent. In the event that the District approves a sublicense, Licensee shall ensure that the sublicensee adheres to the terms of this Agreement. Under all such circumstances, Licensee shall retain all duties and obligations under this Agreement and may not assign them in any manner to the sublicensee.

3.11 Default by Licensee. The District shall hold the Licensee responsible for any damage that may be sustained because of failure or neglect to comply with any term or conditions listed herein. Licensee is an independent contractor, not an officer, employee or agent of the District.

3.12 Headings. The headings of this License are for purposes of reference only and shall not limit or define the meaning hereof.

3.12 Notices. Any notice required or desired to be given pursuant to this Agreement shall be in writing, duly addressed to the parties below. By written notice in conformance herewith, either party may change the address to which notices to said party must be delivered. Any notice deposited with the United States Postal Service shall be deemed to have been duly given when so deposited certified or registered, postage prepaid, addressed as set forth below or as changed as set forth herein. Notice sent by any other manner shall be effective only upon actual receipt thereof.

The District:

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

Licensee:

Auburn Ravine Ranch Inc. By: Bert Lefty – Auburn Ravine Ranch Inc
V.P. Bert Lefty

EXHIBIT B

Permitted Uses: Said property can only be used for supportive ancillary structures and educational activities (Lincoln High School Farm) that sustain and maintain the conservation easement area. Existing buildings at the time of transfer can be restored or replaced as they serve the purpose for ancillary farming activities. These uses include:

a) Portable/permanent classroom/lab
b) Identifying signs
c) School bus turn around/parking area
d) Tool and equipment storage shed (to be built)
e) Machine/equipment repair shop (to be built)
f) Livestock
g) Livestock handling facilities including:
    - Corrals
    - Squeeze chute/calf table
    - Loading chute
    - Scales
    - Feeding area
    - Individual cattle/sheep/goat pens
    - Calving/lambing sheds
h) Horse barn (currently on site, possibly able to be rehabilitated; otherwise a new structure to be installed)
i) Solar panels
j) Windmill (currently on site and inoperable)
k) Pump house (to be installed)
l) Restroom (portable until a permanent structure can be built)
m) Paving or gravelling vehicle areas

Prohibited Uses: Any activity on or use of the property not encumbered by the conservation easement that is inconsistent with the stated uses outlined above is strictly prohibited. Without limiting the generality of the foregoing, the following uses and activities are expressly prohibited:

a. Commercial, industrial, and residential uses
b. Any legal or de factor division, subdivision, or partitioning of the property.
c. Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any except as specifically provided in the permitted uses.
d. Depositing or accumulation of trash, ashes, refuse, waste, bio-solids or any other materials.
e. Mining Activities: Excavating, draining, dredging, drilling, removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or below the surface of the property, or granting or authorizing surface entry for any of these purposes.
f. Altering the surface or general topography of the property, including but not limited to any alterations to habitat, except as specifically provided in the permitted uses

g. Manipulating, impounding or altering any natural water course, body of water or water circulation on the property, except as specifically provided in the permitted uses, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or subsurface.

h. Without prior written consent of Caltrans, which Caltrans may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air, or water rights of the property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the property, including but not limited to: (i) riparian rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the property; and (iv) any water from wells that are in existence or may be constructed in the future on the property.

i. Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, the property, or the use or activity in question.

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:
Grand Jury Response

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Superintendent

FINANCIAL INPUT/SOURCE:
Marketing

MEETING DATE:
October 2, 2018

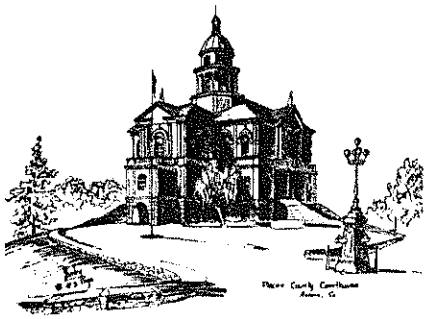
ROLL CALL REQUIRED:
No

BACKGROUND:

As shared at the last meeting, working with the Board president, the response to the Grand Jury was submitted.

RECOMMENDATION:

Ratify the submittal of the report.



PLACER COUNTY GRAND JURY

Phone: (530) 886-5200
Mailing Address:
FAX (530) 886-5201
11532 B Avenue, Auburn, CA 95603

INSTRUCTIONS FOR RESPONDENTS

The legal requirements affecting respondents and responses to Grand Jury findings and recommendations are contained in California Penal Code, Section 933.05. The full text of the law is provided below.

Two different time periods for responses, and to whom you must respond is defined in Penal Code Section 933(c). They are as follows:

Type of Agency	Time Frame	To Whom
Government Boards	Ninety (90) Days	• Presiding Judge of the Superior Court
Elective Office or Agency Head	Sixty (60) Days	• Presiding Judge of the Superior Court • Information copy to Board of Supervisors

An original signed copy of the response must be provided to both of the following:

1. Presiding Judge of the Placer County Superior Court at the address listed below:

   The Honorable Colleen M. Nichols
   Presiding Judge of the Superior Court
   County of Placer
   P.O. Box 619072
   Roseville, CA 95661

2. Placer County Grand Jury at the address listed below:

   Placer County Grand Jury
   11532 B Avenue
   Auburn, CA 5603

When responding to more than one report, respondents must respond to each report separately.

You are encouraged to use the Response to Grand Jury Report Form, attached, to help format and organize your response. An electronic version of the form is available upon request from the Grand Jury.

Response to Grand Jury Report Form

Report Title: Emergency Preparedness – Placer County Schools

Report Date: June 17, 2018

Response By: Paul Carras **Title:** President, Western Placer Unified School Board

FINDINGS

- I (we) agree with the findings, numbered: 1- 5, 8-14.
- I (we) disagree wholly or partially with the findings, numbered: 6 and 7.

  (Describe here or attach a statement specifying any portions of the findings that are disputed or not applicable; include an explanation of the reasons therefore.)

RECOMMENDATIONS

- Recommendations numbered 1, 8 have been implemented.

  (Describe here or attach a summary statement regarding the implemented actions.)

- Recommendations numbered 3, 7, 11 have not yet been implemented, but will be implemented in the future.

  (Per Penal Code 933.05(b)(2), a time frame for implementation must be included. Describe here or in an attachment.)

- Recommendations numbered 2, 4, 5, 9, 12 require further analysis.

  (Describe here or attach an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six (6) months from the date of publication of the grand jury report.)

- Recommendations numbered 6,10 will not be implemented because they are not warranted or are not reasonable.

  (Describe here or attach an explanation.)

Date: 9/27/18 **Signed:** Paul J. Carras

Number of pages attached 4.

California Penal Code

Section 933.05

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, ***with a timeframe for implementation***.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

WESTERN PLACER
UNIFIED SCHOOL DISTRICT
600 Sixth St, 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

August 27, 2018

The Honorable Alan V. Pineschi
Presiding Judge of the Superior Court
County of Placer
PO Box 619072
Roseville, CA 95661

Dear Judge Pineschi:

As President of the Western Placer Unified School Board, I am submitting the following responses on behalf of the entire Board to the findings and recommendations contained in the 2017-18 Grand Jury Report pertaining to ***Emergency Preparedness-Placer County Schools.*** I have carefully reviewed the information and recommendations formulated by the Placer County Grand Jury pertaining to emergency preparedness in Western Placer Unified School District (WPUSD). After a thorough review, my responses are as follows:

FINDINGS

Finding 1:

I **agree** with this finding, and include the following: Based on the information contained in the report, the Grand Jury found inconsistencies with supplies across districts in Placer County. Western Placer Unified has an extended shelter-in-place kit in all classrooms.

Finding 2:

I **agree** with this finding, and include the following: WPUSD will follow the standard naming format during the 2018-19 school year which is Comprehensive School Safety Plan.

Finding 3:

I **agree** with this finding, and includes the following: Based on the information contained in the report, the Grand Jury found inconsistencies with elements of how to respond in various emergencies across districts in Placer County. WPUSD's safety plans are consistent across all school sites in the district.

Finding 4:

I **agree** with this finding, and include the following: WPUSD uses School Messenger as its internal emergency communication system. The district also has a general alert system that displays on all computers.

Finding 5:

I **agree** with this finding, and include the following: While there is no central oversite concerning fund allocations, the district regularly budgets funds for safety concerns.

Finding 6:

I **disagree partially** with this finding, and include the following: WPUSD school sites calendar safety drills and debrief after each drill.

Finding 7:

I **disagree partially** with this finding, and include the following: WPUSD site administrators decide on the school's budget priorities for the discretionary funding which is allotted to each school based on grade level and student population. Some of the discretionary funding may be used for safety issues. District funding and donations are most often used for safety support.

Finding 8:

I **agree** with this finding, and include the following: Based on the information contained in the report, the Grand Jury found one school with safety supplies. Western Placer Unified has an extended shelter-in-place kit in all classrooms.

Finding 9:

I **agree** with this finding, and include the following: WPUSD has many systems to alert substitutes in case of an emergency such as public address systems and computer alert systems.

Finding 10:

I **agree** with this finding, and include the following: Safety improvements have been consistently upgraded in WPUSD. Over the summer, all classrooms were issued a door locking bar and locking magnet.

Finding 11:

I **agree** with this finding, and include the following: WPUSD will be an active member of the county safety meeting during the 2018-19 school year.

Finding 12:

I **agree** with this finding, and includes the following: Based on the information contained in the report, the Grand Jury found no single, standardized emergency communication system used across districts in Placer County. WPUSD uses School Messenger as its internal emergency communication system.

Finding 13:

I **agree** with this finding, and includes the following: All WPUSD school sites are closed campuses, except Lincoln High School. Only juniors and seniors without disciplinary issues, a 2.0 Grade Point Average, and parent permission are allowed to be off campus for lunch.

Finding 14:

I **agree** with this finding, and include the following: All WPUSD employees will be trained in the Standard Response Protocol during the 2018-19 school year.

RECOMMENDATIONS

Recommendation 1:

WPUSD has **implemented** this recommendation. The superintendent meets regularly with school principals and safety is discussed. Additionally, the first topic of the first training for teacher this year was on safety.

Recommendation 2:

This recommendation **requires further analysis**. WPUSD uses the School Resource Officer for many of the district tasks listed in the report. A further reinforcement of these tasks will be shared with the officer by December, 2018.

Recommendation 3:

This recommendation has **not yet been implemented** but the district is ready to discuss our communication system when the item is agenized for a quarterly safety meeting which will occur no later than December, 2018.

Recommendation 4:

This recommendation **requires further analysis** and the district will implement the flip chart if it aligns with our Standards Response Protocol. The Assistant Superintendent of Business and Superintendent will make the determination no later than December, 2018.

Recommendation 5:

This recommendation **requires further analysis** based on the criteria in place to leave campus. Except for lunch, students are required to sign in and out of campus. Lincoln High School currently has over 2,000 students. The practicality of implementing this recommendation in the time allotted for lunch could prove extremely difficult. This item will be discussed with the Lincoln High School administration no later than September, 2018.

Recommendation 6:

This recommendation **will not be implemented**. Driver's licenses are required for certain legal tasks on campus but the safety of holding driver's license information seems to outweigh collecting the information. Many parents in WPUSD may not have the documentation which would not allow them on their child's campus.

Recommendation 7:

This recommendation has **not yet implemented**, but will be implemented for the 2018-19 school year.

Recommendation 8:

This recommendation has been **implemented** and meetings are held monthly.

Recommendation 9:

This recommendation **requires further analysis**. All WPUSD classrooms contain emergency lockdown kits but not food supplies. The practicality of adding food supplies will be explored by the Assistant Superintendent of Business and determined by November, 2018.

Recommendation 10:

This recommendation **will not be implemented.** WPUSD has internal communications systems to each classroom and broadcast systems throughout the school. The district has also implemented an alert system that appears on all district computers in case of an emergency. Finally, each classroom has a special call number to reach the "red phone" inside the office that is only used for emergencies.

Recommendation 11:

This recommendation **has not yet been implemented**, but will be during the 2018-19 school year no later than December, 2018. The Assistant Superintendent of Business will be the lead on this inquiry.

Recommendation 12:

This recommendation **requires further analysis**. The Assistant Superintendent of Business will explore the offerings and support by December, 2018. If appropriate, key staff will attend the trainings.

Sincerely,

Paul Carras
President of the Board
Western Placer Unified School District

Emergency Preparedness

Placer County Schools

Emergency Preparedness
Placer County Schools

Summary

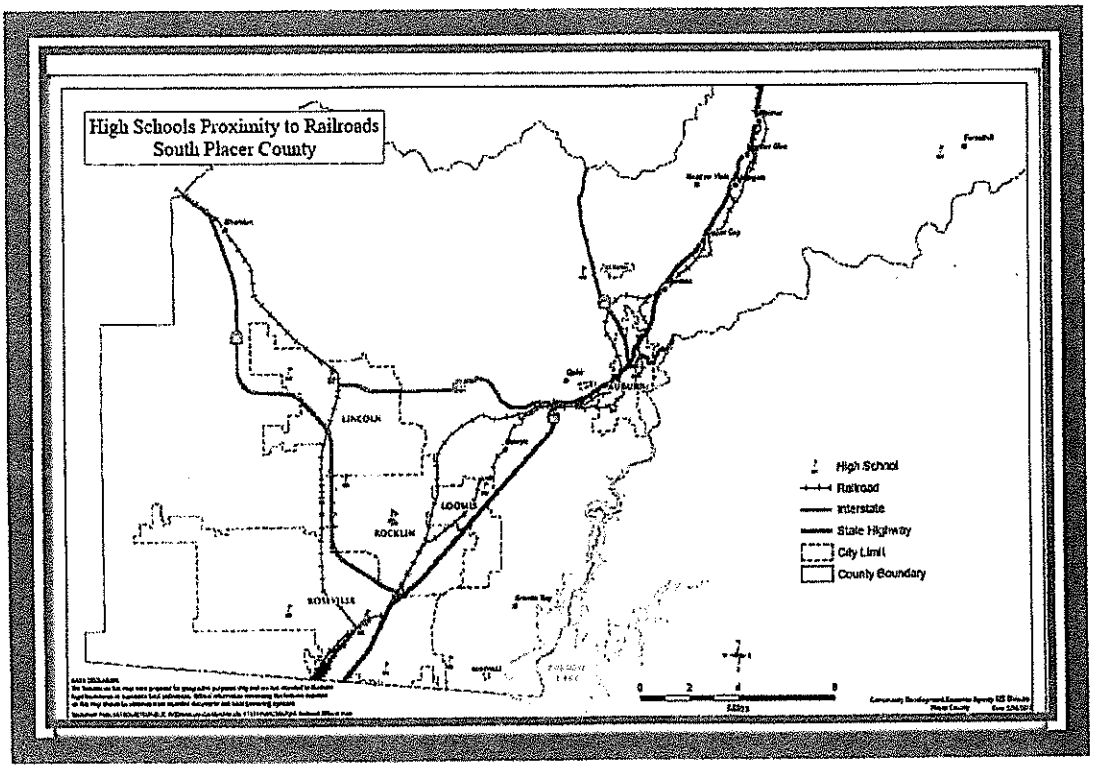
The February 2017 Oroville Dam mandatory evacuation of the local communities, due to the potential threat of the dam's spillway failing, prompted the 2017-2018 Grand Jury to research the emergency management protocols for one of our vulnerable population groups, school-age children.

The following three maps (from Placer County Community Development Resource Agency Geographic Information Systems Division) highlight South Placer County high schools in relation to the three possible threats identified in the Placer County Hazardous Mitigation Plan:

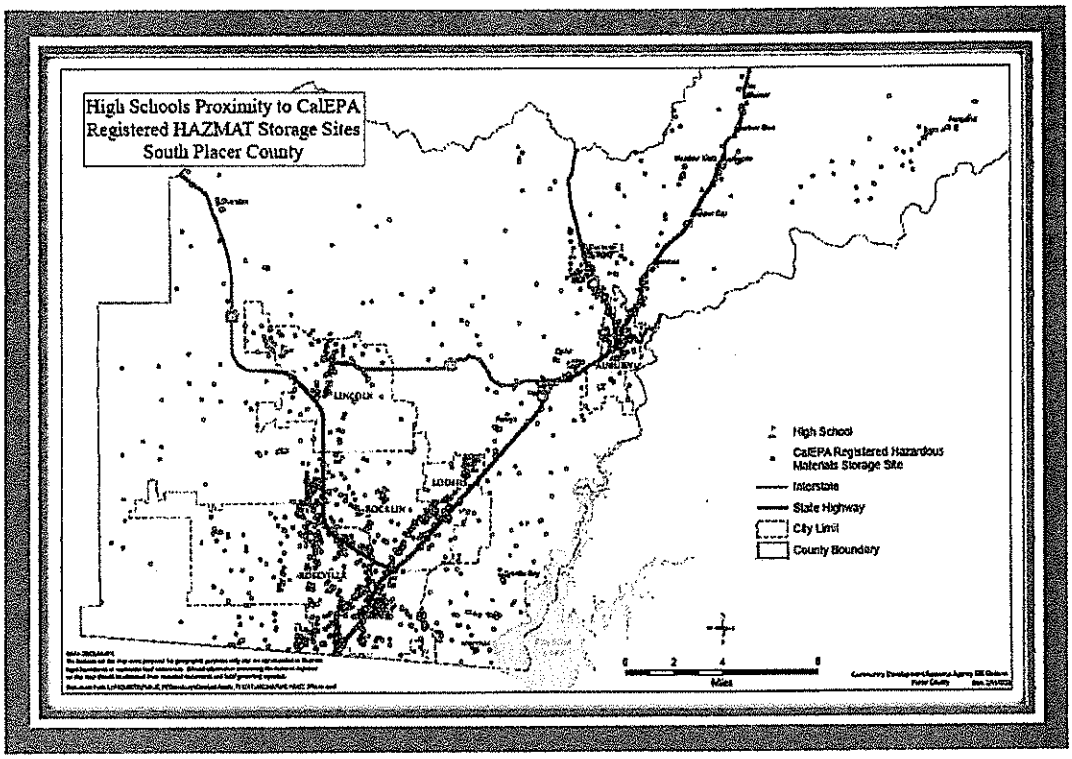
- Railroad incidents (**Map 1**);
- California Environmental Protection Agency's (CalEPA) registered hazardous materials (HAZMAT) storage sites (**Map 2**); and
- Wildfires (**Map 3**).

Our facts, findings, and recommendations focus on these possible scenarios to determine how prepared schools are to ensure "Kids are Safe".

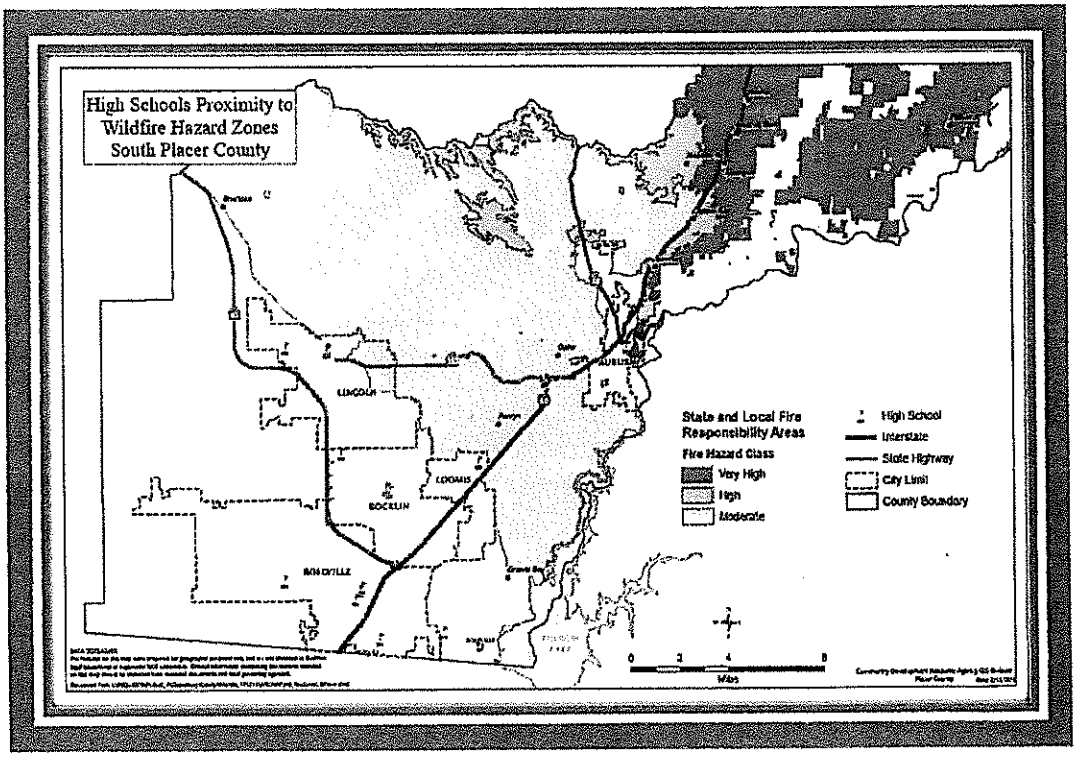
Map 1 - South Placer County High School Locations Relative to Railroad Tracks



Map 2 South Placer County High Schools Relative to Registered HAZMAT Storage Sites



Map 3 - South Placer County High School's Locations Relative to Wildfire Severity Zones



Legal disaster management requirements for California schools are overseen by the California Department of Education (CDE). The investigation tried to determine if Placer County's high schools are prepared in the event of a disaster by using the Crisis Management Planning Checklist. This checklist is noted within the "*Safe Schools: A Planning Guide for Action Workbook*", and is required by California Code of Regulations (CCR) §32282(b). This checklist aligns with the State Emergency Management System (SEMS).

The Grand Jury selected this approach for this investigation for the following reasons:

- It ensures compliance with state legal requirements regarding public schools' emergency management procedures (aka Crisis Management Plan); and
- If in compliance with the National Incident Management System requirements, the respective school is eligible for federal monies for recovery efforts.

Using the Crisis Management Planning Checklist (**Appendix 1**) as a foundation, the three selected high schools' safety plans were reviewed to determine if they met the existing requirements. **Appendix 1** is a visual summary of the findings with red (no compliance), yellow (possible compliance), and green (compliance) when compared to the checklist requirements.

Background

California Education Code §§32280-32289 require a comprehensive school safety plan for all California schools. In August 2017, the Bureau of State Audits published a report titled *School Violence Prevention: School Districts, County Offices of Education, and the State Must Do More to Ensure That School Safety Plans Help Protect Students and Staff During Emergencies*. Placer County was audited and found to be deficient in several areas, including monitoring and improving school safety plans during emergencies.

In the interest of these deficiencies, the Grand Jury reviewed Placer County's schools emergency management systems (EMS). The EMS of three high schools in different districts were selected for review. Using the *Placer County 2016 Local Hazard Mitigation Plan* as a basis, three possible hazards likely to impact Placer County schools were identified:

- Train derailment (Roseville High School);
- Release of hazardous materials (Lincoln High School); and
- Wildfires (Foresthill High School).

Considering these specific hazards, these schools were chosen to determine compliance with current California school emergency/disaster management requirements.

Methodology

The 2017-2018 Placer County Grand Jury performed the following:

Agencies interviewed:

- Placer County Office of Education (PCOE) personnel;
- Roseville High School personnel;
- Lincoln High School personnel;
- Foresthill High School personnel; and
- Respective district area superintendents.

Sites visited included:

- Roseville High School;
- Lincoln High School; and
- Foresthill High School.

Documents reviewed included, but not limited to:

- *Placer County 2016 Local Hazard Mitigation Plan*;
- California Education Code §32282 pertaining to Emergency Management
- *Safe Schools: A Planning Guide for Action Workbook*, 2002, containing the SEMS Regulation, (§32282(b));
- California State Auditor Report Number 2016-136 *School Violence Prevention: School Districts, County Offices of Education, and the State Must Do More to Ensure That School Safety Plans Help Protect Students and Staff During Emergencies*; and
- California Office of Emergency Services documents pertaining to school systems.

Facts

- The CDE requires all California Schools to maintain a school safety plan consistent with the SEMS guidelines (CCR §32282(b)).
- There are sixteen school districts in Placer County.
- Each school is responsible for developing, approving, and maintaining its own safety plan.

- Annually, individual school safety plans are required to be updated and submitted to their respective district office.
- There is no standardized template used to draft safety plans between districts.
- Schools have a school site council or a school safety planning committee, usually comprised of the principal or designee, a parent, a teacher, a classified employee, and any other members as desired, who are supposed to help develop a comprehensive school safety plan.
- Every school within the districts reviewed operates differently when it comes to emergency preparedness.
- There is no legal requirement for PCOE (which is a district itself) to oversee the other school districts' safety plans within the county.
- Schools throughout the reviewed districts utilize internal communication systems to alert students, teachers, staff and parents of unfolding emergencies.
- The State of California allots budgets to school districts within each county, allowing each school to spend money on their own site-specific needs (books, athletic equipment, classroom supplies, emergency supplies, etc.).
- Sufficient supplies to handle an emergency that may last up to three or four days, (water, food, blankets, etc.) are not available in all classrooms of schools reviewed and visited.
- After Action Report (AAR) or "Lessons Learned" reports are required.
- Substitute teachers' emergency management training differs among districts.
- Due to the age of certain schools, not all windows are equipped with safety glass or covered with protective film.
- Of the schools visited, one school had an open campus for students to leave for lunch. There was no sign-out sheet for these departing students, and there is no requirement for schools to do so.
- No district reviewed set aside funds specifically for emergency preparedness or safety planning.
- All reviewed schools do have a logbook for visitors to sign.

Findings:

The Grand Jury found that:

F1. Focus on SEMS requirements was not consistent, i.e., if there are adequate supplies in each classroom in case of an extended shelter-in-place, such as during a HAZMAT incident from a nearby train derailment. These supplies include, but are not limited to, bottled water, snacks, a radio or cell phone for interclass room communication.

F2. Each school reviewed in the three different districts named its school safety plan by different titles, leading to confusion if someone asks for a safety plan.

a. Roseville HS (Roseville Joint Union High School District): *Crisis Response Site Plan*, as well as the *PCOE Comprehensive School Safety Plan for Roseville High School*

b. Lincoln HS (Western Placer Unified School District): *Comprehensive School Site Safety Plan* (subtitle: *Crisis Response Plan*, with a title on the top of the document: *District Crisis Response Plan*; document is also titled *Comprehensive Safe School Plan* on pg. 59 inside the plan itself)

c. Foresthill High School (Placer Union High School District): *Comprehensive Safe School Plan*

F3. Each school safety plan reviewed contained different elements of how to respond to various emergencies (including wildfires or a nearby train derailment with HAZMAT release) versus complying with all elements of the state-mandated SEMS checklist.

F4. School districts select internal emergency communications systems, such as Catapult and School Messenger, based on a variety of reasons, i.e., budget constraints within their districts, needs of their individual schools, etc.

F5. There is no central Placer County oversight regarding schools allocating funds for emergency preparedness (supplies, training, etc.) for potential incidents such as HAZMAT release, wildfire evacuation, or surrounding effects of a train derailment.

F6. Schools are not creating after-action reports following safety drills or actual emergency responses. Lessons learned from the drills and responses are only debriefed verbally among districts.

F7. District superintendents leave it up to their principals to decide what that school's budget priorities are (books, athletic equipment, safety equipment, supplies for an extended shelter-in-place due to a disaster threatening the local school area, etc.)

F8. One school had snacks and water stored in each classroom in case there was an extended lockdown or shelter-in-place for the school if there was a nearby natural disaster. In addition, it also had an inexpensive backpack in each classroom to carry these items outside, along with other safety items such as a flashlight, radio, etc., if needed.

F9. Substitute teachers get inconsistent information about responding to various emergencies.

a. They are at a disadvantage moving between districts because of lack of standardization of emergency plans.

b. They must have their own cellphones to be notified in case of emergency while they are on the school campus.

F10. Due to the age of some schools, upgrading facilities to improve safety, such as doors that lock from the inside and reinforced glass, are large budget items which have to be prioritized with other needs at each school.

F11. While not state-mandated, PCOE initiated quarterly safety meetings, inviting all districts to attend.

F12. There is not a single, standardized emergency communication system used across the three reviewed school districts.

F13. Open campuses cannot account for students who leave the campus for lunch.

F14. The reviewed schools do work with their local first responders (fire, police, EMTs) and include them in emergency planning and training. However, there was no consistent training found for such potential disasters as train derailments, wildfires, and HAZMAT release.

Conclusion

By its nature, Placer County oversight is spread among various organizations responsible for emergency management systems, i.e., Office of Emergency Services, law enforcement agencies, CalFire, the impacted school district, etc. This decentralization may be detrimental in the event of a large scale incident that may last several days or impact several schools in one area. This is due to different terminology among responding agencies, different definitions of response kits, different communication systems, and different emergency response checklists.

The SEMS checklist standardizes many of the above noted differences into a shared template. All involved parties will then have a common reference of the key items needed to remain focused to safeguard lives and property as the incident unfolds and eventually stabilizes. The

SEMS checklist also helps those individuals who fulfill unexpected roles during the emergency as to what to do, when, and how.

Implementing the recommendations below would strengthen Placer County's response to a multi-jurisdictional incident, i.e., train derailment, HAZMAT release, or wildfire affecting schools.

The dedication and knowledge of everyone interviewed who are responsible for keeping Placer County's children safe is inspiring. "***Thank You***" for the work you do every day with our future leaders/citizens.

Recommendations

The Grand Jury recommends that:

R1. Superintendents and principals meet to discuss emergency preparedness planning prior to an emergency occurring.

R2. PCOE and school districts each consider permanently hiring a safety officer (in addition to the school resource officer) solely dedicated to emergency planning and preparedness to:

   a. Conduct thorough reviews of all Placer County school districts' safety plans annually;

   b. Develop a standardized school safety plan template based on CDE and SEMS guidelines for all districts;

   c. Standardize the title of school safety plans within Placer County; and

   d. Assist principals in developing appendices for external site-specific issues, i.e., wildfire near school grounds, school response for a HAZMAT incident after a train derailment in a nearby rail yard, etc.

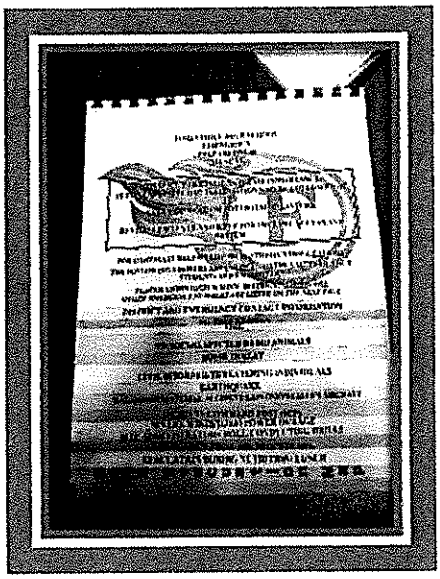
R3. All district superintendents share information of their respective communication systems (pros and cons) as a main topic during one of PCOE's quarterly safety meetings.

   a. All schools need a reliable community-wide vs. site-specific way to communicate with the public, first responders, teachers, parents, and students via email, text, and/or voice in the event of an emergency affecting a campus.

b. Lincoln High School is commended for also using the local web-based communication system, Good Neighbors of Lincoln, for an extra way to notify parents in the event of an emergency

R4. All school districts develop an easy-to-read, readily accessible flip-chart showing how to respond to various natural and man-made emergencies. Foresthill High School is commended for using such a flip-chart as shown in (**Figure 1**).

Figure 1 - Flip-chart used at Foresthill High School for Emergency Preparedness



R5. There be a sign-in/out log for students who leave an open campus during lunch.

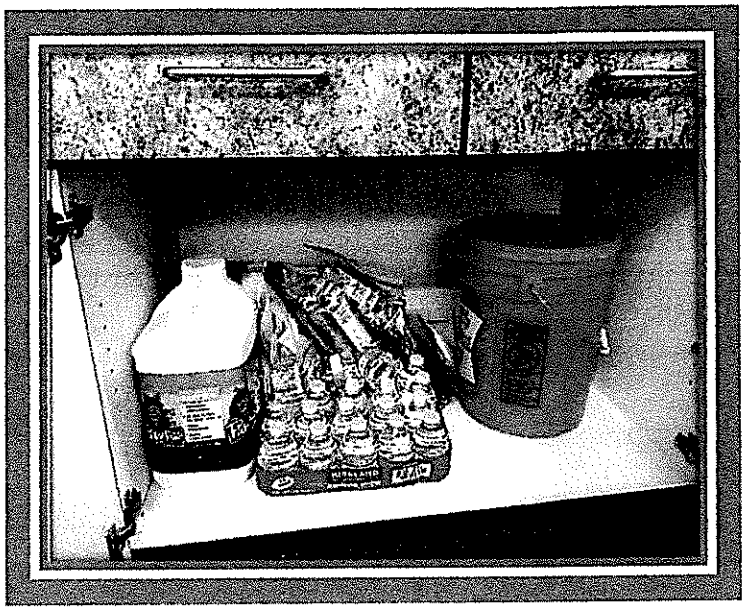
R6. Roseville High School is commended for requiring visitors to provide a driver's license or other form of identification during sign-in.

R7. All schools provide copies of their documented drills to their respective district superintendent.

R8. District superintendents are commended for having structured meetings with their principals monthly, as well as visiting their campuses periodically.

R9. Each classroom should have water, snacks, and sanitation supplies available in a convenient location for an extended lock-down or shelter-in-place. Example from Foresthill High School shown in (**Figure 2**).

Figure 2 Supplies stored at Foresthill High School for emergency preparedness



R10. Schools purchase cell phones connected to its respective internal communication systems for substitute teachers, volunteer staff, etc., to enhance their campus communication access during emergencies.

R11. School districts research the Federal Emergency Management Agency website for applicable grant monies. (Source: https://www.fema.gov/grants)

R12. School districts consider sending educational staff to the Center for Domestic Preparedness training site for additional skills necessary to respond to emergency/disaster events. Federal money is available to pay for training/transportation. (Source: (https://cdp.dhs.gov/)

Appendix 1

Crisis Management Planning Checklist Matrix

(Based on review of the three school's safety plans submitted to the Grand Jury)

Date of Crisis Response Plan Provided	Apr. 13th 2017	Nov. 28th 2016	Nov 1st 2017 & Oct. 2015
School	Foresthill HS	Lincoln HS	Roseville HS
PREPAREDNESS			
a. Does the school have a disaster plan?			
Is the plan compliant with the five principles of SEMS?			
Has District legal staff reviewed the crisis response procedures and forms?			
b. Does the school have plans/procedures for handling crisis situations:			
Before they happen?			
When they happen?			
Post-crisis follow-up?			
c. Is the staff trained to respond to alerts for lockdowns and evacuations?			
d. Is there an alternate site for evacuations (secure/contained)?			
e. Have Crisis Response Team members been trained to perform their roles and responsibilities relating to SEMS principles?			
f. Has there been an inventory of staff skills?			
Has there been training in first aid, damage assessment, search and rescue, fire suppression?			
g. Does staff know location of main gas, electricity, water shutoff valves?			
h. Is there a list and map of location of first aid supplies?			
i. Is staff aware that they are disaster service workers and what that entails? (Government Code Sec. 3100)			
j. Are there sufficient supplies to handle an emergency that may last up to three or four days? (Water, food, blankets, etc.)			
k. Is everyone aware of primary, and alternate, evacuation routes?			
Are practice evacuation drills planned?			
How often are drills practiced?			
l. Is there a police liaison?			

Date of Crisis Response Plan Provided	Apr. 13th 2017	Nov. 28th 2016	Nov 1st 2017 & Oct 2015
School	Foresthill HS	Lincoln HS	Roseville HS
m. Is there a media liaison and a plan for contacting media?			
n. Is there a working relationship with community service providers?			
Is there a list of telephone #s and contact person(s)?			
o. Does the CRT have a telephone tree?			
p. Is there a designated space for service providers who are involved in crisis management and for community meetings?			
q. Are there printed forms to help in crisis management?			
r. Are there procedures for annual in-service training for new staff and review for all staff?			
MITIGATION			
a. Are bookshelves/file cabinets/etc. bolted to the wall?			
b. Have heavy objects been removed from the tops of bookshelves/cupboards?			
c. Have windows been equipped with safety glass or covered with protective film?			
d. Are partitions/ceilings/overhead lights, air ducts secured to the structure of the building?			
e. Have inventories been made of hazardous chemicals (science buildings and maintenance shops)?			
f. Does school curriculum include an earthquake/disaster preparedness program?			
g. Has the school developed programs for staff, and parent groups, to discuss school policies regarding student release versus a holding period?			
h. Are parents/students encouraged to develop emergency plans for their home?			
i. Does the school have a system for storing vital data and records?			
Are there duplicate copies of important data stored off-site?			
EMERGENCY RESPONSE			
a. Have staff and others been directed not to repeat information until verification is received?			
b. Is there a procedure for notifying the Superintendent?			
c. Is there a system for convening the CRT and reviewing duties?			
For notifying staff (counselors, psychologists, other social workers)?			

Date of Crisis Response Plan Provided	Apr. 13th 2017	Nov. 28th 2016	Nov 1st 2017 & Oct 2015
School	Foresthill HS	Lincoln HS	Roseville HS
d. Is there a procedure for releasing students to parents (or designated responsible parties)?			
e. Does the school have emergency sanitation procedures?			
f. Is there an assigned spokesperson?			
Is there a translator for non-English speaking parents/guardians?			
g. Has a central emergency operations center (EOC)/command post, or other central planning area been identified?			
h. Has the EOC been equipped with:			
Maps of the campus/facilities/hazards in the area?			
Enrollment sheet for the current year?			
First-aid supplies and other tools to manage the emergency response after the disaster?			
i. As needed, are there assigned team members/staff to:			
Work with EMTs to identify students, get a list of hospitals where students have been sent?			
Supervise parent-student reunification?			
Supervise the grounds/evacuation area?			
Direct media/politicians/other non-emergency personnel to an alternate site (away from emergency response area) and deal with their questions?			
Notify parents, support staff, and feeder schools?			
Provide support to staff?			
Collect student belongings?			
RECOVERY			
a. Does the school have a plan for a faculty meeting to update staff as soon as possible and let them discuss feelings/reactions?			
b. Is there a plan to debrief the CRT as soon as possible?			
Is there an After Action Report (AAR) or "Lessons Learned" report written?			
c. Are there absentee policies for teachers/students after a disaster?			
d. Is there a procedure to check with families to see if memorial service or funeral information can be given to others?			
e. Is there a procedure for making a formal statement or announcement?			

Date of Crisis Response Plan Provided	Apr. 13th 2017	Nov. 28th 2016	Nov 1st 2017 & Oct 2015
School	Foresthill HS	Lincoln HS	Roseville HS
f. Has the school identified additional students/staff/parents most likely to be affected by the news of the crisis and assigned staff/community professionals to assist them?			
g. Is there a procedure for assessing/communicating the need for additional community resources?			
h. Is there a plan for absent/affected/substitute teachers?			
i. Does the school have a list of suggested readings for teachers, parents, and students on grief, suicidal ideation, and other post-traumatic stress reactions?			
j. Post-disaster, is there a plan for amending crisis response procedures?			
k. Is there an agreement with mental health organizations to provide counseling to students and their families after the disaster?			
l. Has the school established alternative teaching methods for students unable to return immediately to classes (e.g. correspondence classes, tele-teaching, group tutoring)?			
m. Is there a plan for conducting classes elsewhere if buildings are damaged (e.g., half-day sessions, alternative sites, portable classrooms)?			
n. Does the school have a plan for helping students cope with feelings of loss, grief, and lack of control following a disaster and do staff members have training to watch for potential suicidal tendencies?			
o. Is there a plan to monitor crisis anniversaries? (9/11, Columbine, Sandy Hook, etc.)			

Request for Responses:

	Recommendations Requiring Response	Date Response Due
Ms. Gayle Garbolino-Mojica Placer County Superintendent of Schools, Placer County Office of Education (PCOE) 360 Nevada Street Auburn, CA 95603	**R1 thru R12**	**September 30, 2018**
Roseville Joint Union High School District School Board 1750 Cirby Way Roseville, CA 95661	**R1 thru R12**	**September 30, 2018**
Mr. Ron Severson Superintendent Roseville Joint Union High School District 1750 Cirby Way Roseville, CA 95661	**R1 thru R12**	**August 31, 2018**
Mr. Dave Burt Principal Roseville High School 1 Tiger Way Roseville, CA 95678	**R1, R4, R6, R7, R9, R10**	**August 31, 2018**

Public Hearing

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Public Hearing re Sufficient Instructional Materials

AGENDA ITEM AREA:
Public Hearing

REQUESTED BY:
Kerry Callahan

ENCLOSURES:
Notice of Public Hearing

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
LCFF

MEETING DATE:
October 2, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

Education Code 60119 requires that the governing board of a school district hold an annual instructional materials public hearing to determine whether the district has sufficient standards-aligned textbooks or instructional materials for students in each of its schools. A ten-day notice of the public hearing is required. Notices of Public Hearing were posted on our WPUSD District Website and sent to our local schools on September 17, 2018. Our Public Hearing will be held on October 2, 2018.

RECOMMENDATION:

Hold Public Hearing re Sufficient Instructional Materials.

PLEASE POST September 17, 2018

WESTERN PLACER UNIFIED SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Western Placer Unified School District will hold a public hearing at which the governing board shall encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders. This hearing shall make a determination, through a resolution, as to whether each pupil in each school in programs operated by Western Placer Unified School District will have sufficient textbooks or instructional materials, or both, in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education (SBE):

1. Mathematics
2. Science
3. History-Social Science
4. Reading/Language Arts, including the English language development component of the adopted program.

A public hearing will be held October 2, 2019 at 7:00 p.m. in the WPUSD District Office/City Hall Building, 3rd Floor Conference Room, 600 Sixth Street, Lincoln, CA. 95648

The public hearing is in accordance with Education Code 60119.

Posted at Western Placer Unified School District Office: September 17, 2018
Posted at all District School Sites: September 17, 2018
Posted on Western Placer Unified School District, District website: September 17, 2018

INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Resolution No. 18/19.13 re Instructional Materials

AGENDA ITEM AREA:
Action

REQUESTED BY:
Kerry Callahan

ENCLOSURES:
Resolution

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
LCFF Base

MEETING DATE:
October 2, 2018

ROLL CALL REQUIRED:
Yes

BACKGROUND:

Education Code 60119 requires that the governing board of a school district hold an annual instructional materials public hearing to determine whether the district has sufficient standards-aligned textbooks or instructional materials for students in each of its schools.

Western Placer Unified School District has followed state requirements regarding the adoption of appropriate standards-aligned textbooks for grades K – 12 and provides sufficient textbooks and instructional materials in all core academic areas.

A Public Hearing was held on October 2, 2018 re this requirement.

RECOMMENDATION:

Approve Resolution re Sufficient Textbooks and Instructional Materials for the 2018-2019 school year.

Resolution # 18/19.13
Education Code Section 60119
Resolution on Sufficiency of Instructional Materials

RESOLUTION REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS:

Whereas, the governing board of Western Placer Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on October 2, 2018 at seven o'clock, which is on or before the eighth week of school (between the first day that students attend school and the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

Whereas, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics (Adoption Cycle 2014 - 2022)
  - Gr. TK: McGraw Hill My Math (Adopted 2014)
  - Gr. K – 5: Pearson Envisions (Adopted 2014)
  - Gr. 6 – 8: Pearson Digits (Adopted 2014)
  - Gr. 8 (Honors): Carnegie Learning Integrated I
  - Gr. 9 – 12: Carnegie Learning Integrated I, II, & III (Adopted 2014); McDougal Littell Algebra (Adopted 2009); McDougal Littell Geometry (Adopted 2008); Glencoe/McGraw Hill PreCalculus (Adopted 2008)

- Science (Adoption Cycle 2006 – 2008)
  - Gr. K – 5: Delta Science/FOSS (Adopted 2007)
  - Gr. 6 – 8: Pearson Prentice Hall – Focus on Science for California (Adopted 2007)
  - Gr. 9 – 12: Pearson Prentice Hall Biology (Adopted 2007); Kendall Hunt Biology – An Ecological Approach; Addison Wesley Chemistry (Adopted 2007); Kendall Hunt Forensic Science (Adopted 2007)

Note: To align with the newly adopted Science Framework (2016), WPUSD will transition from the current science materials to materials better aligned with the new framework. After the California State Board of Education completes its review and adoption process of new materials, we will conduct a local review and selection process (*EC* Sections 60210, 60040-60045 and 60048)

- History-Social Science (Adoption Cycle 2005 – 2007)
    - Gr. K – 5: Pearson Scott Foresman History/Social Science for California (Adopted 2007)
    - Gr. 6 – 8: Holt Rinehart & Winston History Social Studies (Adopted 2006)
    - Gr. 9 – 12: McDougal Little World History (Adopted 2005); Glencoe McGraw Hill Economics; McDougal Little US History (Adopted 2006); Prentice Hall Comparative Politics (Adopted 2006)

  Note: To align with the newly adopted History-Social Science Framework (2016), WPUSD will transition from the current history-social science materials to materials better aligned with the new framework. After the California State Board of Education completes its review and adoption process of new materials, we will conduct a local review and selection process (*EC* Sections 60210, 60040-60045 and 60048)

- English Language Arts, including the English language development component of an adopted program (Adoption Cycle 2015 – 2023)
    - Gr. K – 3: Benchmark Education Company Benchmark Advance (Adopted 2017)
    - Gr. 4 – 5: WPUSD English Language Arts Curriculum Maps and Anchor Texts; Curriculum Associates Ready Common Core Reading and Writing (Adopted 2017)
    - Gr. 6: WPUSD English Language Arts Curriculum Maps and Anchor Texts
    - Gr. 7 – 8: Amplify English Language Arts and English Language Development (Adopted 2018)
    - Gr. 9 – 10: McGraw Hill Study Sync (Adopted 2017)
    - Gr. 11 – 12: McDougall Little The Language of Literature (Adopted 2002) (State Waiver 2010); CSUS Expository Reading and Writing

Whereas, each pupil enrolled in a foreign (world) language or health course has sufficient textbooks or instructional materials;

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2018-2019 school year, the Western Placer Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED THIS October 2, 2018 By the Governing Board of Western Placer Unified School of Placer County, California

I, _____, Clerk of the Governing Board of Western Placer Unified School District of Placer county, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a public School Board Meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

_____ (Clerk)

_____ (Date)

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Approve Resolution 18/19.14 Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2014, Series C (2018) Not To Exceed $15M, Preliminary Official Statement and Bond Purchase Agreement

AGENDA ITEM AREA:

Action

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Building Fund - 21

MEETING DATE:

October 2, 2018

ROLL CALL REQUIRED:

Yes

BACKGROUND:

In 2014, the voters passed Measure A, a Proposition 39 election authorization to issue $60 million of general obligation bonds.

Measure A provides for the construction of a new high school in the Twelve Bridges area, and improves Lincoln High School by updating/replacing aging classrooms and support facilities, and instructional technology needed for improved teaching, replacing portable classrooms, repairing/replacing roofs, worn-out floors, electrical systems, seismic upgrades and improving energy efficiency.

In May 2015 the District issued $20 million of Series A Bonds and in April 2016 the District issued $25 million in Series B Bonds. The District is now issuing Series C bonds, the remaining Measure A Bonds (amount not to exceed $15 million). This series will continue to fund projects that can reasonably be completed during the next two to three years. This second series of funds will be used for new construction, architectural fees and site development and studies at Twelve Bridges High School.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

General Obligation bonds are voter-approved debt, which are secured by the legal obligation to levy ad valorem property taxes sufficient to pay annual debt services. General Obligation bonds are independent from the district's general fund. As authorized by the taxpayers, the county director of finance is obligated to levy ad valorem taxes on a property subject to taxation in the district.

RECOMMENDATION:

Staff recommends the Board of Trustees adopted Resolution 18/19.14 authorizing the issuance and sale of General Obligation Bonds, Election of 2014, Series C (2018) and related documents.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 18/19.14

RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE DISTRICT'S GENERAL OBLIGATION BONDS, ELECTION OF 2014, SERIES C (2018), IN AN AMOUNT NOT TO EXCEED $15,000,000

Adopted October 2, 2018

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WESTERN PLACER UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 18/19.14

RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE DISTRICT'S GENERAL OBLIGATION BONDS, ELECTION OF 2014, SERIES C (2018), IN AN AMOUNT NOT TO EXCEED $15,000,000

RESOLVED, by the Board of Trustees (the "Board") of the Western Placer Unified School District (the "District"), as follows:

WHEREAS, a duly called special municipal election was held in the District on November 4, 2014, and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent (55%) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District to finance the construction of a new high school and improvements to the existing high school by updating/replacing of aging classrooms and support facilities, and instructional technology needed for improved teaching, replacing portable classrooms, repairing/replacing roofs, worn-out floors, electrical systems, seismic upgrades and improving energy efficiency to save money and support instruction within the District (the "Project"), in the maximum aggregate principal amount of $60,000,000 (the "Bonds") payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization");

WHEREAS, pursuant to Title 1, Division 1, Part 10, Chapter 2 (commencing with section 15100) of the California Education Code and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code, the District is empowered to issue general obligation bonds;

WHEREAS, the District has previously issued an initial series of general obligation bonds under the Authorization in the aggregate principal amount of $20,000,000, its Western Placer Unified School District (Placer County, California) General Obligation Bonds, Election of 2014, Series 2015A, for the purpose of raising moneys for the Project and other authorized costs;

WHEREAS, the District has previously issued a second series of general obligation bonds under the Authorization in the aggregate principal amount of $25,000,000, its Western Placer Unified School District (Placer County, California) General Obligation Bonds, Election of 2014, Series B (2017), for the purpose of raising moneys for the Project and other authorized costs; and

WHEREAS, the District wishes at this time to authorize the issuance and sale of the third and final series of general obligation bonds under the Authorization in the aggregate principal amount of not to exceed $15,000,000, its Western Placer Unified School District (Placer County,

California) General Obligation Bonds, Election of 2014, Series C (2018) (the "Series C Bonds") for the purpose of raising moneys for the Project and other authorized costs;

NOW, THEREFORE, it is hereby RESOLVED, by the Board of the Western Placer Unified School District, as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings ascribed to them below, unless the context clearly requires some other meaning.

"*Act*" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code, as is in effect on the date of adoption hereof and as amended hereafter.

"*Articles*," "*Sections*" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

"*Authorized Investments*" means any investments permitted by law to be made with moneys belonging to, or in the custody of, the District, but only to the extent that the same are acquired at Fair Market Value.

"*Board*" means the Board of Trustees of the District.

"*Bond Counsel*" means any attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

"*Bond Purchase Agreement*" means the Bond Purchase Agreement by and between the District and the Underwriter, for the purchase and sale of the Series C Bonds.

"*Bond Register*" means the registration books for the Series C Bonds maintained by the Paying Agent.

"*Closing Date*" means the date upon which there is an exchange of the Series C Bonds for the proceeds representing the purchase of the Series C Bonds by the Underwriter.

"*Code*" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Series C Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Series C Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"*Continuing Disclosure Certificate*" shall mean that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Series C Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"*Costs of Issuance*" means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the Series C Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent, financial and other professional consultant fees, costs of obtaining credit ratings, fees for execution, transportation and safekeeping of the Series C Bonds and charges and fees in connection with the foregoing.

"*County*" means Placer County, California.

"*Debt Service*" means the scheduled amount of interest and amortization of principal payable on the Series C Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"*District Representative*" means the President of the Board, the Superintendent, the Assistant Superintendent, Business & Support Services, or any other person authorized by resolution of the Board of the District to act on behalf of the District with respect to this Resolution and the Series C Bonds.

"*Fair Market Value*" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

"*Federal Securities*" means United States Treasury Bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

"*Information Services*" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board (at http://emma.msrb.org) or, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other national information services providing information with respect to called bonds as the District may designate to the Paying Agent.

"*Interest Payment Date*" means with respect to interest, February 1 and August 1 of each year commencing on February 1, 2019, and with respect to principal, August 1, of each year commencing on August 1 in such year as shall be set forth in the Bond Purchase Agreement.

"*Municipal Advisor*" means Capitol Public Finance Group, LLC, as Municipal Advisor to the District in connection with the issuance of the Series C Bonds.

"*Outstanding*" means, when used as of any particular time with reference to Series C Bonds, all Series C Bonds except:

(a) Series C Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;

(b) Series C Bonds paid or deemed to have been paid within the meaning of Section 9.02 hereof; and

(c) Series C Bonds in lieu of or in substitution for which other Series C Bonds shall have been authorized, executed, issued and delivered by the District pursuant to this Resolution.

"*Owner*" or "*Bondowner*" mean any person who shall be the registered owner of any Outstanding Series C Bond.

"*Participating Underwriter*" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"*Paying Agent*" means The Bank of New York Mellon Trust Company, N.A., the paying agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Series C Bonds, or such other paying agent as shall be appointed by the District prior to the delivery of the Series C Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01 hereof.

"*Paying Agent Agreement*" means the Paying Agent/Bond Registrar/Costs of Issuance Agreement, dated the Closing Date, by and between the District and the Paying Agent.

"*Principal Office*" means the principal corporate trust office of the Paying Agent in Dallas, Texas.

"*Record Date*" means the 15th day of the month preceding each Interest Payment Date.

"*Regulations*" means temporary and permanent regulations promulgated under the Code.

"*Resolution*" means this Resolution, including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"*Securities Depositories*" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, NY 10041-0099, Attention: Call Notification Department, Fax (212) 855-7232; and, in accordance with then current guidelines of the Securities and Exchange Commission, such

other addresses and/or such other securities depositories as the District may designate to the Paying Agent.

"*Series C Bonds*" means the Western Placer Unified School District (Placer County, California) General Obligation Bonds, Election of 2014, Series C (2018), issued and at any time Outstanding pursuant to this Resolution.

"*State*" means the State of California.

"*Supplemental Resolution*" means any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Article VIII hereof.

"*Term Bonds*" means those Series C Bonds for which mandatory redemption dates have been established pursuant to the Bond Purchase Agreement.

"*Treasurer*" means the Placer County Treasurer-Tax Collector.

"*Underwriter*" means Hilltop Securities Inc.

"*Written Request of the District*" means an instrument in writing signed by the District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

Section 1.02. Authority for this Resolution. This Resolution is entered into pursuant to the provisions of the Act.

ARTICLE II

THE SERIES C BONDS

Section 2.01. Authorization. Series C Bonds are hereby authorized to be issued by the District under and subject to the terms of the Act and this Resolution. The amount of Series C Bonds shall be determined on the date of sale thereof in accordance with the Bond Purchase Agreement. This Resolution constitutes a continuing agreement with the Owners of all of the Series C Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and the interest on all Series C Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Series C Bonds shall be designated the "Western Placer Unified School District (Placer County, California) General Obligation Bonds, Election of 2014, Series C (2018)."

Section 2.02. Terms of Series C Bonds.

(a) *Form; Numbering*. The Series C Bonds shall be issued as fully registered Series C Bonds, without coupons, in the denomination of $5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Series C Bonds maturing in the year of maturity of the Series C Bond for which the denomination is specified. Series C Bonds shall be lettered and numbered as the Paying Agent shall prescribe.

(b) *Date of Series C Bonds*. The Series C Bonds shall be dated as of the Closing Date.

(c) *CUSIP Identification Numbers*. "CUSIP" identification numbers shall be imprinted on the Series C Bonds, but such numbers shall not constitute a part of the contract evidenced by the Series C Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series C Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series C Bonds shall not constitute an Event of Default (hereinafter defined) or any violation of the District's contract with such Owners and shall not impair the effectiveness of any such notice.

(d) *Maturities; Interest*. The Series C Bonds shall mature (or, alternatively, be subject to mandatory sinking fund redemption as hereinafter provided) and become payable on August 1 in the years and in the amounts set forth in, and subject to the alteration thereof permitted by, the Bond Purchase Agreement. The Series C Bonds shall bear interest at such rate or rates as shall be determined upon the sale thereof, payable semi-annually on each Interest Payment Date.

Each Series C Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to an Interest Payment Date and after the close of business on the fifteenth day of the month preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is registered and authenticated prior to January 15, 2019, in which event it shall bear interest from the date described in paragraph (b) of this Section 2.02;

provided, however, that if at the time of authentication of a Series C Bond, interest is in default thereon, such Series C Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the Series C Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(e) *Payment.* Interest on the Series C Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Paying Agent mailed via first-class mail to the Owner thereof at such Owner's address as it appears on the Bond Register on each Record Date or at such other address as the Owner may have filed with the Paying Agent for that purpose; provided however, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of Series C Bonds in the aggregate principal amount of $1,000,000 or more who shall furnish written wire instructions to the Paying Agent at least five (5) days before the applicable Record Date. Principal of the Series C Bonds is payable in lawful money of the United States of America at the Principal Office.

Section 2.03. Redemption.

(a) *Optional Redemption.* The Series C Bonds will be subject to redemption prior to maturity to the extent specified in the Bond Purchase Agreement. The District shall be required to give the Paying Agent written notice of its intention to redeem Series C Bonds.

(b) *Mandatory Sinking Fund Redemption.* In the event and to the extent specified in the Bond Purchase Agreement, any maturity of Series C Bonds may be designated as "Term Bonds" and shall be subject to mandatory sinking fund redemption. If some but not all of such Term Bonds have been redeemed pursuant to the preceding subsection (a) of this Section 2.03, the aggregate principal amount of such Term Bonds to be redeemed in each year pursuant to this subsection (b) shall be reduced on a *pro rata* basis in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent.

(c) *Notice of Redemption.* The Paying Agent on behalf and at the expense of the District shall mail (by first class mail) notice of any redemption to: (i) the respective Owners of any Series C Bonds designated for redemption, at least thirty (30) but not more than sixty (60) days prior to the redemption date, at their respective addresses appearing on the Bond Register, and (ii) the Securities Depositories and to one or more Information Services, at least thirty (30) but not more than sixty (60) days prior to the redemption; *provided, however,* that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such Series C Bonds or the cessation of the accrual of interest thereon. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption price and shall designate the CUSIP numbers, the Series C Bond numbers and the maturity or maturities (in the event of redemption of all of the Series C Bonds of such maturity or maturities in whole) of the Series C Bonds to be redeemed, and shall require that such Series C Bonds be then surrendered at the Principal Office for redemption at the redemption price, giving notice also that further interest on such Series C Bonds will not accrue from and after the redemption date.

Notwithstanding the foregoing, in the case of any optional redemption of the Series C Bonds, the notice of redemption shall state that the redemption is conditioned upon receipt by the Paying Agent of sufficient moneys to redeem the Series C Bonds on the scheduled redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the Series C Bonds have not been deposited with the Paying Agent. In the event that the Paying Agent does not receive sufficient funds by the scheduled optional redemption date to so redeem the Series C Bonds to be optionally redeemed, the Paying Agent shall send written notice to the Owners, to the Securities Depositories and to one or more of the Information Services to the effect that the redemption did not occur as anticipated, and the Series C Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes.

(d) *Selection of Series C Bonds for Redemption.* Whenever provision is made for the redemption of Series C Bonds of more than one maturity, the Series C Bonds to be redeemed shall be selected by the District evidenced by a Written Request of the District filed with the Paying Agent or, absent such selection by the District, on a *pro rata* basis among the maturities subject to redemption; and in each case, the Paying Agent shall select the Series C Bonds to be redeemed within any maturity by lot in any manner which the Paying Agent in its sole discretion shall deem appropriate and fair. For purposes of such selection, all Series C Bonds shall be deemed to be comprised of separate $5,000 portions and such portions shall be treated as separate Series C Bonds which may be separately redeemed.

(e) *Partial Redemption of Series C Bonds.* In the event only a portion of any Series C Bond is called for redemption, then upon surrender of such Series C Bond the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Series C Bond or Series C Bonds of the same maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series C Bond to be redeemed. Series C Bonds need not be presented for mandatory sinking fund redemptions.

(f) *Effect of Redemption.* From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the Series C Bonds so called for redemption shall have been duly provided, such Series C Bonds so called shall cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. All Series C Bonds redeemed pursuant to this Section 2.03 shall be canceled and shall be destroyed by the Paying Agent.

Section 2.04. Form of Series C Bonds. The Series C Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Exhibit A attached hereto.

Section 2.05. Execution of Series C Bonds. The Series C Bonds shall be executed on behalf of the District by the facsimile signatures of the President of the Board and its Clerk who are in office on the date of adoption of this Resolution or at any time thereafter. If any officer whose

signature appears on any Series C Bond ceases to be such officer before delivery of the Series C Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Series C Bonds to the purchaser. Any Series C Bond may be signed and attested on behalf of the District by such persons as at the actual date of the execution of such Series C Bond shall be the proper officers of the District although at the nominal date of such Series C Bond any such person shall not have been such officer of the District.

Only such Series C Bonds as shall bear thereon a certificate of authentication and registration in the form set forth in Exhibit A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Series C Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Series C Bonds. Any Series C Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series C Bond for cancellation at the Principal Office, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The Paying Agent shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Series C Bond or Series C Bonds shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Series C Bond or Series C Bonds, for like aggregate principal amount.

No transfers of Series C Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Series C Bonds for redemption or (b) with respect to a Series C Bond after such Series C Bond has been selected for redemption.

Section 2.07. Exchange of Series C Bonds. Series C Bonds may be exchanged at the Principal Office for a like aggregate principal amount of Series C Bonds of authorized denominations and of the same maturity. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Series C Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Series C Bonds for redemption or (b) with respect to a Series C Bond after such Series C Bond has been selected for redemption.

Section 2.08. Bond Register. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Series C Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series C Bonds as herein before provided.

Section 2.09. Temporary Series C Bonds. The Series C Bonds may be initially issued in temporary form exchangeable for definitive Series C Bonds when ready for delivery. The temporary Series C Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary Series C Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive Series C Bonds. If the District issues temporary Series C Bonds it will execute and furnish definitive Series C Bonds without delay, and thereupon the temporary Series C Bonds may be surrendered, for cancellation, in exchange therefor at the Principal Office and the Paying Agent shall deliver in exchange for such temporary Series C Bonds an equal aggregate principal amount of definitive Series C Bonds of authorized denominations. Until so exchanged, the temporary Series C Bonds shall be entitled to the same benefits pursuant to this Resolution as definitive Series C Bonds executed and delivered hereunder.

Section 2.10. Series C Bonds Mutilated, Lost, Destroyed or Stolen. If any Series C Bond shall become mutilated the District, at the expense of the Owner of said Series C Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Series C Bond of like maturity and principal amount in exchange and substitution for the Series C Bond so mutilated, but only upon surrender to the Paying Agent of the Series C Bond so mutilated. Every mutilated Series C Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any Series C Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Series C Bond of like maturity and principal amount in lieu of and in substitution for the Series C Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new Series C Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in the premises. Any Series C Bond issued under the provisions of this Section 2.10 in lieu of any Series C Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Series C Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other Series C Bonds issued pursuant to this Resolution.

Section 2.11. Book Entry System. Except as provided below, the owner of all of the Series C Bonds shall be The Depository Trust Company, New York, New York ("DTC"), and the Series C Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Series C Bonds shall be initially executed and delivered in the form of a single fully registered Series C Bond for each maturity date of the Series C Bonds in the full aggregate principal amount of the Series C Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series C Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District shall not have any responsibility or obligation to any participant of DTC (a "Participant"), any person claiming a beneficial ownership interest in the Series C Bonds under or through DTC or a Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Participant or the payment by DTC or any Participant by DTC or any

Participant of any amount in respect of the principal or interest with respect to the Series C Bonds. The Paying Agent shall cause to be paid all principal and interest with respect to the Series C Bonds received from the District only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series C Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series C Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series C Bonds and delivers a written certificate to DTC to that effect, DTC shall notify the Participants of the availability through DTC of Series C Bonds. In such event, the District shall issue, transfer and exchange Series C Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series C Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series C Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series C Bonds evidencing the Series C Bonds to any DTC Participant having Series C Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series C Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series C Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series C Bond and all notices with respect to such Series C Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered by the District to DTC.

ARTICLE III

ISSUE OF SERIES C BONDS; APPLICATION OF SERIES C BOND PROCEEDS; SECURITY FOR THE SERIES C BONDS

Section 3.01. Issuance, Award and Delivery of Series C Bonds. At any time after the execution of this Resolution the District may issue and deliver Series C Bonds in any principal amount, not to exceed $15,000,000.

The District Representatives shall be, and are hereby, directed to cause the Series C Bonds to be printed, signed and delivered to the Underwriter on receipt of the purchase price therefor and upon performance of the conditions contained in the Bond Purchase Agreement.

The Paying Agent is hereby authorized to deliver the Series C Bonds to the Underwriter, upon receipt of a Written Request of the District.

Section 3.02. Funds and Accounts.

(a) *Building Fund.* The fund, known as the "Western Placer Unified School District, General Obligation Bonds, Election of 2014, Series C (2018) Building Fund" (the "Building Fund"), is hereby established and maintained by the Treasurer for the Series C Bonds. Moneys deposited therein from the proceeds of the Series C Bonds shall be used solely for the purpose for which the Series C Bonds are being issued and shall be applied solely to authorized purposes which relate to the acquisition or improvement of real property and for the payment of Costs of Issuance of the Series C Bonds if insufficient moneys are available therefor in the Costs of Issuance Fund. The interest earned on the moneys deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. At the written request of the District filed with the Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes of the Series C Bonds shall be withdrawn from the Building Fund and transferred to the Interest and Sinking Fund, to be applied to the payment of Debt Service. By receipt of a copy of this resolution, the Treasurer is hereby requested to establish and maintain the Building Fund. The Treasurer is not responsible for the use of funds disbursed from the Building Fund.

(b) *Interest and Sinking Fund.* The fund, known as the "Western Placer Unified School District, General Obligation Bonds Interest and Sinking Fund" (the "Interest and Sinking Fund"), previously established and maintained by the Treasurer is hereby continued for the Series C Bonds. Moneys deposited therein shall be used only for payment of principal and interest on all general obligation bonds of the District. Notwithstanding the foregoing provisions of this Section 3.02(b), any excess proceeds of the Series C Bonds not needed for the authorized purposes set forth herein for which the Series C Bonds are being issued shall be used to pay other general obligation bonds of the District or, if there are no other general obligation bonds of the District outstanding. The interest earned on the moneys deposited to the Interest and Sinking Fund shall be retained in the Interest and Sinking Fund and used for the purposes thereof.

(c) *Costs of Issuance Fund.* A fund, to be known as the "Western Placer Unified School District, General Obligation Bonds, Election of 2014, Series C (2018) Costs of Issuance Fund" (the

"Costs of Issuance Fund"), is hereby created and established with the Paying Agent, acting as costs of issuance custodian (the "Custodian") for the Series C Bonds. Moneys deposited therein shall be used solely for the payment of costs of issuance of the Series C Bonds, as provided in the Paying Agent Agreement.

(d) *Investment of Moneys in the Building Fund and the Interest and Sinking Fund.* Moneys held in the Building Fund and the Interest and Sinking Fund shall be invested at the Treasurer's discretion, unless otherwise directed in writing by the District, pursuant to law and the investment policy of the Treasurer. In addition, at the written direction of the District, all or any portion of the moneys in the Building Fund may be invested (i) in the Local Agency Investment Fund in the treasury of the State, or (ii) in investment agreements which comply with the requirements of each rating agency then rating the Series C Bonds necessary in order to maintain the current rating on the Series C Bonds, provided that the Treasurer shall be a signatory to any such investment agreement. Consent by the Treasurer to a request by the District to use any investments requested by the District specified in clause (d)(ii) shall in no way imply any endorsement by the Treasurer of such investment and the Treasurer assumes no liability for the results of such investment or of the provider thereof.

Section 3.03. Application of Proceeds of Sale of Series C Bonds. On the Closing Date, the proceeds of sale of the Series C Bonds shall be paid by the Underwriter as follows:

(a) to the Treasurer, an amount equal to the premium received by the District, if any, on the Series C Bonds, for deposit in the Interest and Sinking Fund;

(b) to the Custodian, an amount equal to the amounts required for the payment of Costs of Issuance, for deposit in the Costs of Issuance Fund; and

(c) the remaining proceeds of the Series C Bonds shall be to transferred to the Treasurer for deposit in the Building Fund.

Section 3.04. Security for the Series C Bonds. There shall be levied by the County on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series C Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Series C Bonds when due, which moneys when collected will be placed in the Interest and Sinking Fund of the District, which fund is irrevocably pledged for the payment of the principal of and interest on the Series C Bonds when and as the same fall due. The moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal of and interest on the Series C Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent as necessary to pay the principal of and interest on the Series C Bonds. The property taxes and amounts held in the Interest and Sinking Fund of the District shall immediately be subject to this pledge and the pledge shall constitute a lien and security interest which shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing or further act. The pledge is an agreement between the District and the Owners of the Series C Bonds in addition to the statutory lien that exists (as described below), and the Series C Bonds were issued to finance one or more capital project authorized by the voters of the District and not to finance the general purposes of the District.

Additionally, in accordance with section 53515(a) of the Government Code, the Series C Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax for the payment of bonds authorized by the voters of the District. The lien shall automatically attach without further action or authorization by the District or the County. The lien shall be valid and binding from the time the Series C Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the tax shall be immediately subject to the lien, and the lien shall automatically attach to the revenues and be effective, binding, and enforceable against the District, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any physical delivery, recordation, filing, or further act.

ARTICLE IV

SALE OF BONDS; APPROVAL OF PAYING AGENT AGREEMENT;
APPROBVAL OF OFFICIAL STATMENT

Section 4.01. Sale of the Series C Bonds. The Board hereby authorizes the negotiated sale of the Series C Bonds to the Underwriter. A Bond Purchase Agreement, in the form attached hereto as Exhibit B, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative is hereby approved by the Board. Any District Representative is hereby authorized and directed to execute the Bond Purchase Agreement for and in the name and on behalf of the District; *provided, however,* that the principal amount of the Series C Bonds does not exceed $15,000,000, the final maturity date of the Series C Bonds is not later than August 1, 2046, and the Underwriter's discount shall not exceed 0.5% of the aggregate principal amount of Series C Bonds issued. The Board hereby authorizes the delivery and performance of the Bond Purchase Agreement.

Section 4.02. Approval of Paying Agent Agreement. The Paying Agent Agreement, in the form attached hereto as Exhibit C, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative, is hereby approved by the Board. Any District Representative is hereby authorized and directed to execute the Paying Agent Agreement for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the Paying Agent Agreement.

Section 4.03. Official Statement. The Board hereby approves a preliminary official statement describing the financing (the "Preliminary Official Statement") in the form on file with the Clerk of the Board, together with any changes therein or additions thereto deemed advisable by a District Representative. The Board authorizes and directs the District Representatives, on behalf of the District, to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Preliminary Official Statement prior to its distribution to prospective purchasers of the Series C Bonds.

The Underwriter, on behalf of the District, is authorized and directed to cause the Preliminary Official Statement to be distributed to perspective underwriters, who in turn may distribute copies of the Preliminary Official Statement to persons who may be interested in purchasing the Series C Bonds therein offered for sale.

Any District Representative is authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final official statement (the "Final Official Statement") and to execute the Final Official Statement, dated as of the date of the sale of the Series C Bonds, and a statement that the facts contained in the Preliminary Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of its date, true and correct in all material respects and that the facts contained in the Final Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the Series C Bonds, true and correct in all material respects and that the Final Official Statement did not, on the date of sale of the Series C Bonds, and does not, as of the date

of delivery of the Series C Bonds, contain any untrue statement of a material fact or omit to state material facts required to be stated where necessary to make any statement made therein not misleading in light of the circumstances under which it was made. The District Representatives shall take such further actions prior to the signing of the Final Official Statement as are deemed necessary or appropriate to verify the accuracy thereof. The execution of the Final Official Statement, which shall include such changes and additions thereto deemed advisable by the District Representatives, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the Final Official Statement by the District.

The Final Official Statement, when prepared, is approved for distribution in connection with the offering and sale of the Series C Bonds.

Section 4.04. Official Action. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Series C Bonds are hereby approved, and the President of the Board, the Superintendent, the Assistant Superintendent, Business & Support Services, and any and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the District, to do any and all things and take any and all actions relating to the execution and delivery of any and all certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Series C Bonds in accordance with this Resolution.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The District will punctually pay, or cause to be paid, the principal of and interest on the Series C Bonds, in strict conformity with the terms of the Series C Bonds and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the Series C Bonds. Nothing herein contained shall prevent the District from making advances of its own moneys, howsoever derived, to any of the uses or purposes permitted by law.

Section 5.02. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the District will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Series C Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the Series C Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.03. Protection of Security and Rights of Bondowners. The District will preserve and protect the security of the Series C Bonds and the rights of the Bondowners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Series C Bonds by the District, the Series C Bonds shall be incontestable by the District.

Section 5.04. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series C Bonds of the rights and benefits provided in this Resolution.

Section 5.05. Tax Covenants.

(a) *Private Activity Bond Limitation.* The District shall assure that the proceeds of the Series C Bonds are not so used as to cause the Series C Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

(b) *Federal Guarantee Prohibition.* The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series C Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(c) *Rebate Requirement.* The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings,

if any, to the federal government, to the extent that such section is applicable to the Series C Bonds.

(d) *No Arbitrage*. The District shall not take, or permit or suffer to be taken, any action with respect to the proceeds of the Series C Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Series C Bonds would have caused the Series C Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

(e) *Maintenance of Tax-Exemption*. The District shall take all actions necessary to assure the exclusion of interest on the Series C Bonds from the gross income of the Owners of the Series C Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Series C Bonds.

Section 5.06. Acquisition, Disposition and Valuation of Investments.

(a) Except as otherwise provided in subsection (b) of this Section 5.06, the District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Resolution, or otherwise containing gross proceeds of the Series C Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Resolution or the Code) at Fair Market Value.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued at their present value (within the meaning of section 148 of the Code).

Section 5.07. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, substantially in the form attached hereto as Exhibit D. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any holder or beneficial owner of the Series C Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate of specific performance by court order.

Section 5.08. Requirements of Section 15146(b) of the California Education Code. As required by section 15146(b) of the California Education Code (AB 1482, 2006), the District hereby states and certifies the following information:

(a) *Express Approval of Sale*. The Board hereby approves the sale of the Series C Bonds by negotiated sale.

(b) *Statement of Reason for Method of Sale Selected*. Negotiated sales have been successfully employed by the District in the past and negotiated sales offer greater flexibility in changing the time and terms of the sale than a competitive sale.

(c) *Disclosure of Consultants*. The bond counsel to the District in connection with the issuance of the Series C Bonds will be Quint & Thimmig LLP, Larkspur, California. The disclosure

counsel to the District in connection with the issuance of the Series C Bonds will be Quint & Thimmig LLP, Larkspur, California. The Municipal Advisor to the District in connection with the issuance of the Series C Bonds will be Capitol Public Finance Group, LLC, Roseville, California. The Underwriter to the District in connection with the issuance of the Series C Bonds will be Hilltop Securities, Inc., Cardiff By The Sea, California.

(d) *Estimate of Costs Associated with the Sale of the Series C Bonds.* Estimates of the costs associated with the issuance of the Series C Bonds are as follows:

Underwriter's Discount	$ 67,500.00
Municipal Advisor	48,750.00
Bond Counsel	34,000.00
Disclosure Counsel	12,500.00
Paying Agent	1,350.00
Rating Agency	16,000.00
Printing	1,250.00
Miscellaneous	1,150.00
Total	$182,500.00

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. The Bank of New York Mellon Trust Company, N.A. is hereby appointed Paying Agent for the Series C Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and, even during the continuance of an Event of Default, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the District a certificate to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business in the State, having a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars ($50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Bondowners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Series C Bonds. The Paying Agent may become the owner of any of the Series C Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements herein and in the Series C Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series C Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Paying Agent, the Paying Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Resolution.

The Paying Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Paying Agent was negligent in ascertaining the pertinent facts.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Agents. The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be of counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation, Indemnification.

(a) The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. Any District Representative is hereby authorized to execute an agreement or agreements with the Paying Agent in connection with such fees and expenses. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

(b) The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims,

damages or liabilities, joint or several, to which such Indemnified Parties may become subject related to the proceedings for sale, award, issuance and delivery of the Series C Bonds in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 7.01. Events of Default. The following events ("Events of Default") shall be events of default hereunder:

(a) if default shall be made in the due and punctual payment of the principal of on any Series C Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made in the due and punctual payment of any installment of interest on any Series C Bond when and as such interest installment shall become due and payable;

(c) if default shall be made by the District in the observance of any of the covenants, agreements or conditions on its part in this Resolution or in the Series C Bonds contained, and such default shall have continued for a period of thirty (30) days after written notice thereof to the District; or

(d) if the District shall file a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, seeking reorganization of the District under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

Section 7.02. Remedies of Bondowners. Any Bondowner shall have the right, for the equal benefit and protection of all Bondowners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series C Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bondowners' rights; or

(c) upon the happening of any Event of Default, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.03. Non-Waiver. Nothing in this Article VII or in any other provision of this Resolution, or in the Series C Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series C Bonds to the respective Owners of the Series C Bonds at the respective dates of maturity, as herein provided,

or affect or impair the right of action, which is also absolute and unconditional, of such Owners to institute suit to enforce such payment by virtue of the contract embodied in the Series C Bonds.

A waiver of any default by any Bondowner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series C Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Bondowners by this Article VI may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series C Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Bondowners, the District and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 7.04. Remedies Not Exclusive. No remedy herein conferred upon the Owners of Series C Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bondowners.

ARTICLE VIII

SUPPLEMENTAL RESOLUTIONS

Section 8.01. Supplemental Resolutions Effective Without Consent of the Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners of the Series C Bonds, shall be fully effective in accordance with its terms:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply and omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series C Bonds.

Section 8.02. Supplemental Resolutions Effective With Consent to the Owners. Any modification or amendment of this Resolution and of the rights and obligations of the District and of the Owners of the Series C Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of at least two-thirds in aggregate principal amount of the Series C Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Series C Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Series C Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 hereof relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the Series C Bonds without the consent of all the Owners of such Series C Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, is intended to give to any person other than the District, the Paying Agent and the Owners of the Series C Bonds, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners of the Series C Bonds.

Section 9.02. Defeasance.

(a) *Discharge of Resolution.* Series C Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on Series C Bonds Outstanding, as and when the same become due and payable;

(ii) by depositing, in trust with an escrow holder, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) to pay or redeem Series C Bonds Outstanding; or

(iii) by delivering to the Paying Agent, for cancellation by it, Series C Bonds Outstanding.

If the District shall pay all Series C Bonds Outstanding, and shall pay or cause to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative, filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series C Bonds shall not have been surrendered for payment, this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it pursuant to this Resolution which are not required for the payment or redemption of Series C Bonds not theretofore surrendered for such payment or redemption.

(b) *Discharge of Liability on Series C Bonds.* Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) to pay or redeem any Outstanding Series C Bond (whether upon or prior to its maturity or the redemption date of such Series C Bond), provided that, if such Series C Bond is to be redeemed prior to maturity,

notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, then all liability of the District in respect of such Series C Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series C Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited in trust with an escrow holder as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Series C Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series C Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) *Deposit of Money or Securities with Paying Agent.* Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust with an escrow holder money or securities in the necessary amount to pay or redeem any Series C Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established pursuant to this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Series C Bonds and all unpaid interest thereon to maturity, except that, in the case of Series C Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series C Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series C Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series C Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice;

provided, in each case, that the Paying Agent shall have been irrevocably instructed (by the terms of this Resolution or by request of the District) to apply such money to the payment of such principal or redemption price and interest with respect to such Series C Bonds.

(d) *Payment of Series C Bonds After Discharge of Resolution.* Notwithstanding any provisions of this Resolution, any moneys held in trust with an escrow holder for the payment of the principal or redemption price of, or interest on, any Series C Bonds and remaining unclaimed for one year after the principal of all of the Series C Bonds has become due and payable (whether at

maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or one year after the date of deposit of such moneys if deposited after said date when all of the Series C Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the escrow holder with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series C Bonds which have not been paid at the addresses shown on the registration books maintained by the Paying Agent a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series C Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Bondowners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Bondowners may be in one or more instruments of similar tenor, and shall be executed by Bondowners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bondowner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series C Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, declaration or other instrument or writing of the Owner of any Series C Bond shall bind all future Owners of such Series C Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No boardmember, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series C Bonds; but nothing herein contained shall relieve any such boardmember, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. Destruction of Canceled Series C Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Series C Bonds which have been paid or canceled pursuant to the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series C Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series C Bonds therein referred to.

Section 9.06. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series C Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the District in trust for the benefit of the Bondowners.

Section 9.07. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

****

THE FOREGOING RESOLUTION is approved and adopted by the Board of Trustees of the Western Placer Unified School District this 2nd day of October, 2018.

_____
President of the Board

ATTEST:

_____
Clerk of the Board

EXHIBIT A

FORM OF SERIES C BOND

United States of America
State of California
Placer County

WESTERN PLACER UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, ELECTION OF 2014, SERIES C (2018)

INTEREST RATE:	MATURITY DATE:	ISSUE DATE:	CUSIP:
_____%	August 1, ____	November 6, 2018	____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS

The WESTERN PLACER UNIFIED SCHOOL DISTRICT, a school district, duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), for value received hereby promises to pay to the Registered Owner stated above, or registered assigns (the "Owner"), on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Bond (unless (i) this Bond is authenticated on an interest payment date, in which event it shall bear interest from such date of authentication, or (ii) this Bond is authenticated prior to an interest payment date and after the close of business on the fifteenth day of the month preceding such interest payment date, in which event it shall bear interest from such interest payment date, or (iii) this Bond is authenticated on or prior to January 15, 2019, in which event it shall bear interest from the Issue Date stated above; provided however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on this Bond) until payment of such Principal Sum in full, at the rate per annum stated above, payable on February 1 and August 1 in each year, commencing February 1, 2019, calculated on the basis of 360-day year comprised of twelve 30-day months. Principal hereof is payable at the corporate trust office of The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent"), in Dallas, Texas. Interest hereon (including the final interest payment upon maturity or earlier redemption) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Paying Agent as of the close of business on the fifteenth day of the month next preceding such interest payment date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose; provided however, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of Bonds in the aggregate principal amount of $1,000,000 or more who shall furnish written wire instructions to the Paying Agent at least five (5) days before the applicable Record Date.

This Bond is one of a duly authorized issue of Bonds of the District designated as "Western Placer Unified School District (Placer County, California) General Obligation Bonds, Election of 2014, Series C (2018)" (the "Bonds"), in an aggregate principal amount of _____ dollars ($_____), all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers,

maturities, interest rates or redemption and other provisions) and all issued pursuant to the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code (the "Act"), and pursuant to Resolution No. __ of the District adopted October 2, 2018 (the "Resolution"), authorizing the issuance of the Bonds. Reference is hereby made to the Resolution (copies of which are on file at the office of the Clerk of the Board of Trustees of the District) and the Act for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

A duly called election was held in the District on November 4, 2014, and thereafter canvassed pursuant to law. At such election there was submitted to and approved by the requisite 55% vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District to finance the construction of a new high school and improvements to the existing high school by updating/replacing of aging classrooms and support facilities, and instructional technology needed for improved teaching, replacing portable classrooms, repairing/replacing roofs, worn-out floors, electrical systems, seismic upgrades and improving energy efficiency to save money and support instruction within the District (the "Project"), in the maximum aggregate principal amount of $60,000,000 (the "Authorization") payable from the levy of an *ad valorem* tax against the taxable property in the District. The Bonds represent the third issue under the Authorization.

This Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Resolution) are general obligations of the District and do not constitute an obligation of Placer County. The District has the power and is obligated to cause the Placer County Board of Supervisors to levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District. No part of any fund of the Placer County is pledged or obligated to the payment of the Bonds.

The Bonds maturing on or before August 1, ____, are non-callable. The Bonds maturing on August 1, ____, or any time thereafter, are callable for redemption prior to their stated maturity date at the option of the District, as a whole, or in part on any date on or after August 1, ____ (in such maturities as are designated by the District, or, if the District fails to designate such maturities, on a proportional basis), and may be redeemed prior to the maturity thereof by payment of all principal, plus accrued interest to date of redemption, without premium.

[*If applicable*:] The Bonds maturing on August 1, 20___ (the "Term Bonds") are also subject to mandatory sinking fund redemption on August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the Term Bonds have been redeemed pursuant to the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent:

Sinking Fund Redemption Date (August 1)	Principal Amount to be Redeemed

†Maturity

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

If an Event of Default, as defined in the Resolution, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Resolution, but such declaration and its consequences may be rescinded and annulled as further provided in the Resolution.

The Bonds are issuable as fully registered Bonds, without coupons, in denominations of $5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same maturity.

This Bond is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, at said office of the Paying Agent in Dallas, Texas, but only in the manner and subject to the limitations provided in the Resolution, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the Owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

The Resolution may be amended without the consent of the Owners of the Bonds to the extent set forth in the Resolution.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California (the "State"), and that the amount of this Bond, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Resolution.

This Bond shall not be entitled to any benefit under the Resolution or become valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed manually by the Paying Agent.

Unless this certificate is presented by an authorized representative of The Depository Trust Company; a New York corporation ("DTC"), to the District or the Paying Agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the Western Placer Unified School District has caused this Bond to be executed in its name and on its behalf with the facsimile signatures of the President of the Board of Trustees and the Clerk of the Board of Trustees, all as of the Issue Date stated above.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By_____
President of the Board of Trustees

_____
Clerk of the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution.

Authentication Date:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Paying Agent

By _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

_____

_____

_____

the within Series C Bond and do(es) hereby irrevocably constitute(s) and appoint(s)

_____

_____

attorney, to transfer the same on the registration books of the Paying Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Notice: Signature(s) must be guaranteed by a qualified guarantor institution.

_____

Notice: The signature on this assignment must correspond with the name(s) as written on the face of the within bond in every particular without alteration or enlargement or any change whatsoever."

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

$15,000,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
General Obligation Bonds, Election of 2014, Series C (2018)

BOND PURCHASE AGREEMENT

October 16, 2018

Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648

Ladies and Gentlemen:

Hilltop Securities Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") with the Western Placer Unified School District (the "District") which, upon your acceptance hereof, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Bond Purchase Agreement by the District and delivery of such acceptance to the Underwriter at or prior to 11:59 P.M., California time, on the date hereof.

1. Purchase and Sale of the Series C Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of $15,000,000 in aggregate principal amount of the District's General Obligation Bonds, Election of 2014, Series C (2018) (the "Series C Bonds"). The purchase price for the Series C Bonds shall be $_____ (being equal to the aggregate principal amount of the Series C Bonds ($15,000,000.00), plus a net original issue premium of $_____, less an Underwriter's discount of $_____).

The Underwriter will transfer (a) $_____ to _____ (the "Municipal Bond Insurer") in payment of the premium for its municipal bond insurance policy (the "Policy") issued by the Municipal Bond Insurer to guaranty the payment of the principal of and interest on the Series C Bonds, (b) $_____ to the Placer County Treasurer-Tax Collector (the "County Treasurer") for deposit in the Building Fund created by the County Treasurer and maintained for the District, (c) $_____ to the County Treasurer for deposit in the Interest and Sinking Fund maintained for the District, and (d) $_____ to The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Paying Agent"), for deposit in the Costs of Issuance Fund held by the Paying Agent, as costs of issuance custodian, for disbursement at the direction of the District.

The District acknowledges and agrees that (i) the purchase and sale of the Series C Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), agent or a fiduciary of the District, (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the District with respect to the offering of the Series C Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the District on other matters) or any other obligation to the District except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the Underwriter has financial and other interests that differ from those of the District, and (v) the District has consulted with its own legal and Municipal Advisors to the extent it deemed appropriate in connection with the offering of the Series C Bonds.

The Underwriter has provided to the District prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board which have been received by the District.

2. The Series C Bonds. Except as hereinafter described, the Series C Bonds shall be as described in, and shall be issued and secured pursuant to the provisions of the resolution of the District adopted on October 2, 2018 (the "Resolution"), provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code (the "Act") and other applicable provisions of law. The Series C Bonds shall be issued, authenticated and delivered under and in accordance with the provisions of this Bond Purchase Agreement and the Resolution. The Series C Bonds are being issued as current interest bonds.

At an election held in the District on November 4, 2014, more than 55% of the qualified electors of the District approved the issuance of $60,000,000 general obligation bonds to finance the construction of a new high school and improvements to the existing high school by updating/replacing of aging classrooms and support facilities, and instructional technology needed for improved teaching, replacing portable classrooms, repairing/replacing roofs, worn-out floors, electrical systems, seismic upgrades and improving energy efficiency to save money and support instruction within the District (the "Project"), payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization"). The Series C Bonds are being issued pursuant to the Authorization to fund a portion of the Project.

The Series C Bonds will be dated the date of delivery and accrue interest from such date, payable semiannually on February 1 and August 1 of each year, commencing on February 1, 2019. The Series C Bonds will mature on the dates, bear interest at the rates and be subject to redemption on the terms and conditions, all as shown on Appendix A hereto, which is incorporated herein by this reference. The Series C Bonds will be issued as fully registered bonds, without coupons, in the denominations of $5,000 and any integral multiple thereof.

To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"), the District will undertake, pursuant to the Resolution and a continuing disclosure certificate (the "Continuing Disclosure Certificate"), to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement (each as hereinafter defined).

3. Use of Documents. The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Series C Bonds, this Bond Purchase Agreement, the Official Statement and the Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement.

4. Public Offering of the Series C Bonds. The Underwriter agrees to make a bona fide public offering of all the Series C Bonds at the initial public offering price or yield to be set forth on the cover page of the Official Statement and Appendix A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering price or yield as it deems necessary in connection with the marketing of the Series C Bonds.

5. Issue Price.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Series C Bonds and shall execute and deliver to the District on the Closing Date an "issue price" or similar certificate substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series C Bonds.

(b) Except as otherwise set forth in Schedule 1 attached to Appendix B, the District will treat the first price at which 10% of each maturity of the Series C Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test).

(c) Schedule 1 attached to Appendix B sets forth the maturities, if any, of the Series C Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series C Bonds, the Underwriter will neither offer nor sell unsold Series C Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series C Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Series C Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Series C Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series C Bonds.

(e) The Underwriter acknowledges that sales of any Series C Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section 3. Further, for purposes of this Section 3:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series C Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series C Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series C Bonds to the public), and

(iii) a purchaser of any of the Series C Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

6. Review of Official Statement. The Underwriter hereby represents that it has received and reviewed the preliminary official statement with respect to the Series C Bonds, dated October 4, 2018 (the Preliminary Official Statement"). The District represents that it has duly authorized and caused the preparation of the Preliminary Official Statement and that it deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), yield(s) to maturity, selling compensation, aggregate principal amount, delivery date, rating(s) and other terms of the Series C Bonds which depend upon the foregoing as provided in and pursuant to the Rule.

The Underwriter agrees that prior to the time a final Official Statement relating to the Series C Bonds is available, the Underwriter will send to any potential purchaser of the Series C Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

7. Closing. At 9:00 A.M., California time, on November 6, 2018, or at such other time or on such other date as shall have been mutually agreed upon by you and us (the "Closing"), the District will deliver to the Underwriter (except as otherwise provided in the Resolution), through the facilities of The Depository Trust Company ("DTC"), or at such other place as we may mutually agree, the Series C Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and in Larkspur, California, the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds.

8. Representations, Warranties and Agreements of the District. The District hereby represents, warrants and agrees with the Underwriter that:

(a) *Due Organization.* The District is a school district duly organized and validly existing under the laws of the State of California (the "State"), with the power to issue the Series C Bonds pursuant to the Act.

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Series C Bonds; (ii) the District has full legal right, power and authority to enter into this Bond Purchase Agreement, to adopt the Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Bond Purchase Agreement and the Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Series C Bonds, the Resolution, the Continuing Disclosure Certificate and this Bond Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Bond Purchase Agreement, the Resolution and the Continuing Disclosure Certificate constitute the valid and legally binding obligations of the District; (v) the Series C Bonds, when issued, authenticated and sold to the Underwriter in accordance with the Resolution, and this Bond Purchase Agreement, will be the legal, valid, binding and enforceable obligations of the District enforceable in accordance with their terms; and (vi) the District has duly authorized the consummation by it of all transactions contemplated by this Bond Purchase Agreement, the Resolution and the Continuing Disclosure Certificate. The District will not amend, terminate or rescind, and will not agree to any amendment, termination or rescission of the Resolution, the Continuing Disclosure Certificate or this Bond Purchase Agreement without the prior written consent of the Underwriter prior to the date of the Closing.

(c) *Consents.* Other than the adoption of the Resolution, no consent, approval, authorization, order, filing, registration, qualification, election or referendum of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Series C Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Series C Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; *provided, however,* that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) *Internal Revenue Code.* The District has covenanted to comply with the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder, with respect to the Series C Bonds.

(e) *No Conflicts.* The issuance of the Series C Bonds, and the execution, delivery and performance of this Bond Purchase Agreement, the Resolution, the Continuing Disclosure Certificate and the Series C Bonds, and the compliance with the provisions hereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) *Litigation.* As of the time of acceptance hereof, based on the advice of counsel to the District, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Series C Bonds, the application of the proceeds of the sale of the Series C Bonds, or the collection of taxes of the District pledged

or to be pledged or available to pay the principal of and interest on the Series C Bonds, or the pledge thereof, or, the levy of any taxes contemplated by the Resolution, or in any way contesting or affecting the validity or enforceability of the Series C Bonds, this Bond Purchase Agreement, the Continuing Disclosure Certificate or the Resolution or contesting the powers of the District or its authority with respect to the Series C Bonds, the Resolution, the Continuing Disclosure Certificate or this Bond Purchase Agreement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Bond Purchase Agreement, the Continuing Disclosure Certificate or the Resolution, (b) declare this Bond Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Series C Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(g) *No Other Debt.* Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued, nor will Placer County (the "County"), on behalf of the District issue, any bonds, notes or certificates of participation except for such borrowings as may be described in or contemplated by the Official Statement.

(h) *Arbitrage Certificate.* The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose arbitrage certificates may not be relied upon.

(i) *Certificates.* Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(j) *Official Statement.* The District has reviewed the Preliminary Official Statement and, as of its date and as of the date hereof, the information set forth therein contains no untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading in any material respect. The District will provide to the Underwriter a certificate dated as of the date of the Official Statement and as of the Closing stating that it has reviewed the Official Statement and, as of the Closing, the information set forth therein contains no untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(k) *Financial Statements.* The financial statements of the District contained in the Preliminary Official Statement and the Official Statement present fairly the financial position of the District as of the dates indicated and the results of its operations for the periods specified.

(l) *Continuing Disclosure.* Based on a review of its prior undertakings under the Rule, and except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, the District has never failed to comply in all material respects with any previous undertakings with regard to said Rule to provide annual reports or notices of material events with respect to the last five years.

(m) *Levy of Tax.* The District hereby agrees to take any and all actions as may be required by the County or otherwise necessary in order to arrange for the levy and collection of taxes for the payment of the Series C Bonds, and the deposit and investment of Series C Bond proceeds. In particular, the District hereby agrees to provide to the appropriate officials of the County a copy of the Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Series C Bonds, in accordance with section 15140(c) of the California Education Code and policies and procedures of the County.

9. Covenants of the District. The District covenants and agrees with the Underwriter that:

(a) *Securities Laws.* The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Series C Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, *provided, however,* that the District shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(b) *Application of Proceeds.* The District will apply the proceeds from the sale of the Series C Bonds for the purposes specified in the Resolution;

(c) *Official Statement.* The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Bond Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") in such quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Series C Bonds;

(d) *Subsequent Events.* The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement until the date which is ninety (90) days following the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the Series C Bonds for sale;

(e) *References.* References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto; and

(f) *Amendments to Official Statement.* For a period of ninety (90) days after the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the Series C Bonds for sale, the District will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by the Underwriter; and if any event relating to or affecting the District shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, the District shall forthwith prepare and furnish (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

10. Conditions to Closing. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Bond Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) *Representations True.* The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement;

(b) *Obligations Performed.* At the time of the Closing, (i) the Official Statement, this Bond Purchase Agreement, the Resolution and the Continuing Disclosure Certificate shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act which, in the opinion of Quint & Thimmig LLP ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of their obligations required under or specified in the Resolution, this Bond Purchase Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;

(c) *Adverse Rulings.* No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Bond Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 7(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) *Marketability.* Between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Series C Bonds, at the initial offering prices set forth in the Official Statement, of the Series C Bonds shall not have been materially adversely affected in the judgment of the Underwriter (evidenced by a written notice to the District terminating the obligation of the Underwriter to accept delivery of and pay for the Series C Bonds) by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Series C Bonds, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Series C Bonds; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Series C Bonds, or obligations of the general character of the Series C Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended (the "Securities Act");

(2) legislation enacted by the legislature of the State of California (the "State"), or a decision rendered by a court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Series C Bonds in the hands of the holders thereof; or

(3) the declaration of war or engagement in major military hostilities by the United States, any outbreak or escalation of hostilities or the occurrence of any other national emergency or calamity relating to the effective operation of the government or the financial community in the United States;

(4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Series C Bonds, or obligations of the general character of the Series C Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Series C Bonds, or the issuance, offering or sale of the Series C Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(7) there shall have occurred or any notice shall have been given of the intended withdrawal, downgrading or placement on credit watch of any rating of the District's outstanding indebtedness by a national rating agency; or

(8) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) *Delivery of Documents.* At or prior to the date of the Closing, Bond Counsel shall deliver sufficient copies of the following documents, in each case dated as of the date of the Closing and satisfactory in form and substance to the Underwriter:

(1) **Bond Opinion.** An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Series C Bonds, dated the date of the Closing, addressed to the District, in the form attached to the Official Statement as Appendix C;

(2) **Reliance Letter.** A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the approving opinion described in (e)(1) above;

(3) **Supplemental Opinion.** A supplemental opinion of Bond Counsel, dated the date of the Closing, addressed to the Underwriter to the effect that:

(i) this Bond Purchase Agreement has been duly executed and delivered by the District and, assuming due authorization, execution and delivery by and validity against the Underwriter, is a valid and binding agreement of the District, subject to bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance and other

laws relating to or affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases;

(ii) the statements contained in the Official Statement under the captions "THE BONDS," "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS" and "LEGAL MATTERS—Tax Matters," insofar as such statements purport to summarize certain provisions of the Series C Bonds and the Resolution and its opinion concerning certain federal tax matters relating to the Series C Bonds are accurate in all material respects; and

(iii) the Series C Bonds are not subject to the registration requirements of the Securities Act and the Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(4) **Certificates**. Certificates signed by appropriate officials of the District to the effect that (i) such officials are authorized to execute this Bond Purchase Agreement, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Resolution and this Bond Purchase Agreement, which are necessary to be complied with prior to or concurrently with the Closing and such documents are in full force and effect, (iv) the District has reviewed the Official Statement and on such basis certifies that the Official Statement does not contain any untrue statement of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) no further consent is required for inclusion of the District's audited financial statements in the Official Statement, and (vi) the Series C Bonds being delivered on the date of the Closing to the Underwriter under this Bond Purchase Agreement substantially conform to the descriptions thereof contained in the Resolution;

(5) **Arbitrage**. A non-arbitrage certificate of the District in a form satisfactory to Bond Counsel;

(6) **Policy**. The Policy, issued by the Municipal Bond Insurer;

(7) **Certificate of the Municipal Bond Insurer**. A certificate of the Municipal Bond Insurer or an opinion of counsel to the Municipal Bond Insurer, dated the date of the Closing, to the effect that the information in the Official Statement regarding the Policy and the Municipal Bond Insurer under the caption "MUNICIPAL BOND INSURANCE" and contained in an appendix to the Official Statement containing a specimen of the Policy, is accurate in all material respects;

(8) **Opinion of Counsel to the Municipal Bond Insurer**. An opinion of counsel to the Municipal Bond Insurer as to the validity and enforceability of the Policy, in form and content satisfactory to Bond Counsel and the Underwriter;

(9) **Ratings**. Evidence satisfactory to the Underwriter that the Bonds shall have received an insured rating of "AA" from S&P Global Ratings, a Standard & Poor's Financial Services LLC business, and an underlying rating of "__" and from Moody's Investors Service, and that such ratings have not been revoked or downgraded;

(10) **Resolution**. A certificate, together with fully executed copies of the Resolution, of the Clerk of the Board of Trustees of the District to the effect that:

(i) such copies are true and correct copies of the Resolution; and

(ii) that the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;

(11) **Official Statement**. Certificates of the appropriate officials of the District evidencing their determinations respecting the Official Statement in accordance with the Rule and not more than 25 copies of the Official Statement;

(12) **Continuing Disclosure Certificate**. The Continuing Disclosure Certificate as summarized in the Official Statement and in the form attached thereto as Appendix B, satisfactory to the Underwriter which complies with the Rule;

(13) **Underwriter's Certifications**. At or before Closing, and contemporaneously with the acceptance of delivery of the Series C Bonds and the payment of the purchase price thereof, the Underwriter will provide (or cause to be provided) to the District:

(i) the receipt of the Underwriter, in form satisfactory to the District and signed by an authorized officer of the Underwriter, confirming delivery of the Series C Bonds to the Underwriter, receipt of all documents required by the Underwriter, and the satisfaction of all conditions and terms of this Purchase Agreement by the District and confirming to the District that as of the date of the Closing all of the representations of the Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects; and

(ii) the certification of the Underwriter, in form satisfactory to Bond Counsel, regarding the prices at which the Series C Bonds have been reoffered to the public, as described in Section 1; and

(14) **Underwriter's Counsel Opinion**. The opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, as Underwriter's counsel, addressed to the Underwriter, in form and substance acceptable to the Underwriter;

(15) **Tax Rate Projection and Debt Capacity Certificates**; and

(16) **Other Documents**. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) *Termination.* Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Series C Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on November 6, 2018, then the obligation to purchase the Series C Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 11 hereof.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the

District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

11. Conditions to Obligations of the District. The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

12. Costs and Expenses. All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, CUSIP fees, travel, the fees of any Underwriter's counsel and other expenses, shall be paid by the Underwriter.

13. Notices. Any notice or other communication to be given under this Bond Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent, or if to the Underwriter, to Hilltop Securities Inc., 2533 South Coast Highway 101, Suite 250, Cardiff By The Sea, CA 92007, Attention: Mr. Todd Smith.

14. Parties in Interest; Survival of Representations and Warranties. This Bond Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Bond Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Bond Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Series C Bonds hereunder, and (c) any termination of this Bond Purchase Agreement.

15. Execution in Counterparts. This Bond Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

16. Applicable Law. This Bond Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State applicable to contracts made and performed in such State.

Very truly yours,

HILLTOP SECURITIES INC., as Underwriter

By _____
Authorized Officer

The foregoing is hereby agreed to and accepted as of the date first above written:

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By _____
Assistant Superintendent,
Business & Operations

Time of execution: _____

APPENDIX A

MATURITY SCHEDULE AND REDEMPTION PROVISIONS

$15,000,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
General Obligation Bonds, Election of 2014, Series C (2018)

Maturity (August 1)	Principal Amount	Interest Rate	Yield	Price

s

Redemption Provisions

Optional Redemption. Series C Bonds maturing prior to August 1, ____, are non-callable. The Series C Bonds maturing on and after August 1, ____, or on any date thereafter, are callable for redemption prior to their stated maturity date at the option of the District, as a whole, or in part on any date on or after August 1, ____ (in such maturities as are designated by the District, or, if the District fails to designate such maturities, on a proportional basis), and may be redeemed prior to the maturity thereof by payment of all principal, plus accrued interest to date of redemption, without premium.

Mandatory Sinking Fund Redemption. The Series C Bonds maturing on August 1, ____ (the "____ Term Bonds") are also subject to mandatory sinking fund redemption on August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the ____ Term Bonds have been redeemed pursuant to the preceding paragraph, the aggregate principal amount of ____ Term Bonds

to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent:

Sinking Fund Redemption Date (August 1)	Principal Amount to be August

†Maturity

The Series C Bonds maturing on August 1, ____ (the "____ Term Bonds") are also subject to mandatory sinking fund redemption on August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the ____ Term Bonds have been redeemed pursuant to the preceding paragraph, the aggregate principal amount of ____ Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of $5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent:

Sinking Fund Redemption Date (August 1)	Principal Amount to be August

†Maturity

APPENDIX B

FORM OF ISSUE PRICE CERTIFICATE

$15,000,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
General Obligation Bonds, Election of 2014, Series C (2018)

The undersigned, on behalf of Hilltop Securities Inc. ("Hilltop"), based on the information available to it, hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule 1.

2. Initial Offering Price of the Bonds Hold-the-Offering Price Maturities.

(a) Hilltop offered the Hold-the-Offering Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule 1 (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule 2.

(b) As set forth in the Bond Purchase Agreement, Hilltop has agreed in writing that, (i) for each Maturity of the Hold-the-Offering Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. Defined Terms.

(a) "General Rule Maturities" means, the Maturities of the Bonds listed in Schedule 1 as "General Rule Maturities."

(b) "Hold-the-Offering Price Maturities" means, the Maturities of the Bonds listed in Schedule 1 as "Hold-the-Offering Price Maturities."

(c) "Holding Period" means, for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Hilltop has sold at least 10% of such Maturity of the Bonds to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(d) "Issuer" means the Western Placer Unified School District.

(e) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is October 16, 2018.

(h) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Hilltop' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. Accordingly, Hilltop makes no representation as to the legal sufficiency of the factual matters set forth herein. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the arbitrage certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Quint & Thimmig LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party for any other purpose.

HILLTOP SECURITIES INC., as Underwriter

By _____
Managing Director

Dated: October 16, 2018

SCHEDULE 1

SALE PRICES OF THE GENERAL RUL MATURITES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

SCHEDULE 2

PRICING WIRE OR EQUIVALENT COMMUNICATION

EXHIBIT C

FORM OF PAYING AGENT AGREEMENT

$15,000,000
WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
General Obligation Bonds, Election of 2014, Series C (2018)

PAYING AGENT/BOND REGISTRAR/COSTS OF ISSUANCE AGREEMENT

THIS PAYING AGENT/BOND REGISTRAR/COSTS OF ISSUANCE AGREEMENT (this "Agreement"), is entered into as of November 1, 2018, by and between the WESTERN PLACER UNIFIED SCHOOL DISTRICT (the "District") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (the "Paying Agent"), relating to the $15,000,000 Western Placer Unified School District (Placer County, California) General Obligation Bonds, Election of 2014, Series C (2018) (the "Bonds"). The District hereby appoints the Paying Agent to act in such capacity as Paying Agent, Transfer Agent and Bond Registrar for the Bonds and Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds (all such capacities referred to herein as "Paying Agent").

RECITALS

WHEREAS, the District has duly authorized and provided for the issuance of the Bonds as fully registered bonds without coupons;

WHEREAS, the District will ensure all things necessary to make the Bonds the valid obligations of the District, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS, the District and the Paying Agent wish to provide the terms under which the Paying Agent will act to pay the principal of and interest on the Bonds, in accordance with the terms thereof, and under which the Paying Agent will act as Bond Registrar for the Bonds;

WHEREAS, the District and the Paying Agent also wish to provide the terms under which the Paying Agent will act as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds;

WHEREAS, the Paying Agent has agreed to serve in such capacities for and on behalf of the District and has full power and authority to perform and serve as Paying Agent, Transfer Agent and Bond Registrar for the Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds; and

WHEREAS, the District has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01. Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

"Bond Register" means the book or books of registration kept by the Paying Agent in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

"Bond Registrar" means the Paying Agent when it is performing the function of registrar for the Bonds.

"Bond Resolution" means the resolution of the District pursuant to which the Bonds were issued.

"Bond" or *"Bonds"* means any one or all of the $15,000,000 Western Placer Unified School District (Placer County, California) General Obligation Bonds, Election of 2014, Series C (2018).

"Custodian and Disbursing Agent" means the Paying Agent when it is performing the function of custodian and disbursing agent for the payment of costs of issuance relating to the Bonds.

"Treasurer" means the Placer County Treasurer-Tax Collector.

"District" means Western Placer Unified School District.

"District Request" means a written request signed in the name of the District and delivered to the Paying Agent.

"Fiscal Year" means the fiscal year of the District ending on June 30 of each year.

"Paying Agent" means The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"Registered Owner" means a Person in whose name a Bond is registered in the Bond Register.

"Stated Maturity" when used with respect to any Bond means the date specified in the Bond Resolution as the date on which the principal of such Bond is due and payable.

"Transfer Agent" means the Paying Agent when it is performing the function of transfer agent for the Bonds.

"Underwriter" means Hilltop Securities, Inc.

ARTICLE TWO

APPOINTMENT OF BANK AS PAYING AGENT, TRANSFER AGENT, BOND REGISTRAR AND CUSTODIAN AND DISBURSING AGENT

Section 2.01. Appointment and Acceptance. The District hereby appoints the Paying Agent to act as Paying Agent and Transfer Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement and the Bond Resolution, the principal of, redemption premium (if any) and interest on all or any of the Bonds.

The District hereby appoints the Paying Agent as Bond Registrar with respect to the Bonds. As Bond Registrar, the Paying Agent shall keep and maintain for and on behalf of the District, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided herein and in the Bond Resolution.

The District hereby appoints the Paying Agent as Custodian and Disbursing Agent.

The Paying Agent hereby accepts its appointment, and agrees to act as Paying Agent, Transfer Agent, Bond Registrar and Custodian and Disbursing Agent.

Section 2.02. Compensation. As compensation for the Paying Agent's services as Paying Agent and Bond Registrar, the District hereby agrees to pay the Paying Agent the fees and amounts set forth in a separate agreement between the District and the Paying Agent.

In addition, the District agrees to reimburse the Paying Agent, upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, made or incurred by the Paying Agent in connection with entering into and performing under this Agreement and in connection with investigating and defending itself against any claim or liability in connection with its performance hereunder.

ARTICLE THREE

PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Paying Agent, provided sufficient collected funds have been provided to it for such purpose by or on behalf of the District, shall pay on behalf of the District the principal of, and interest on each Bond in accordance with the debt service schedule attached hereto as Exhibit A.

Section 3.02. Payment Dates. The District hereby instructs the Paying Agent to pay the principal of and interest on the Bonds on the dates specified in the Bond Resolution.

ARTICLE FOUR

BOND REGISTRAR

Section 4.01. Initial Delivery of Bonds. The Bonds will be initially registered and delivered to the purchaser designated by the District as one Bond for each maturity. If such purchaser delivers a written request to the Paying Agent not later than five business days prior to the date of initial delivery, the Paying Agent will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Bond Registrar. The Paying Agent in its capacity as Bond Registrar shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Paying Agent, duly executed by the Registered Owner thereof or his attorney duly authorized in writing. The Bond Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

Section 4.03. Unauthenticated Bonds. The District shall provide to the Paying Agent on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The Paying Agent agrees that it will maintain such unauthenticated Bonds in safekeeping.

Section 4.04. Form of Bond Register. The Paying Agent as Bond Registrar will maintain its records as Bond Registrar in accordance with the Paying Agent's general practices and procedures in effect from time to time.

Section 4.05. Reports. The District may request the information in the Bond Register at any time the Paying Agent is customarily open for business, provided that reasonable time is allowed the Paying Agent to provide an up-to-date listing and to convert the information into written form.

The Paying Agent will not release or disclose the content of the Bond Register to any person other than to the District at its written request, except upon receipt of a subpoena or court order or as may otherwise be required by law. Upon receipt of a subpoena or court order the Paying Agent will notify the District to the extent it is allowed by law to do so.

Section 4.06. Cancelled Bonds. All Bonds surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Paying Agent, shall be promptly cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any Bonds previously authenticated and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent. All cancelled Bonds held by the Paying Agent for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the District.

ARTICLE FIVE

CUSTODIAN AND DISBURSING AGENT

Section 5.01. Receipt of Moneys. The Paying Agent, as custodian, has received, from the Underwriter, the sum of $_____. Such amount has been deposited in a special fund to be held and maintained by the Custodian and Disbursing Agent in the name of the District (the "Costs of Issuance Fund").

Section 5.02. No Investment. The Custodian and Disbursing Agent shall hold monies in cash uninvested.

Section 5.03. Payment of Costs of Issuance. The Custodian and Disbursing Agent will pay costs of issuance of the Bonds as directed by the District from time to time via a written requisition of the District stating the person to whom payment is to be made, the amount to be paid, that such payment is proper charge against said fund and that payment for such charge has not previously been made and that such payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such requisition and the Custodian and Disbursing Agent shall rely on such payment instructions with no duty to investigate or inquire as to the authenticity of the payment instructions or the authority under which they were given.

Section 5.04. Transfer of Remaining Amounts. Any balances remaining in the Costs of Issuance Account (including any earnings) on February 6, 2019 or upon the earlier written order of the District, will be transferred to the Treasurer for deposit in the Interest and Sinking Fund maintained for the District and the Costs of Issuance Account shall be closed.

Section 5.05. Limited Liability. The liability of the Custodian and Disbursing Agent as custodian and disbursing agent is limited to the duties listed above. The Custodian and Disbursing Agent in such capacity will not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion of power conferred upon it by this Agreement.

ARTICLE SIX

THE PAYING AGENT

Section 6.01. Duties of the Paying Agent. The Paying Agent undertakes to perform the duties set forth herein. No implied duties or obligations shall be read into this Agreement against the Paying Agent. The Paying Agent hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Paying Agent to function as Paying Agent and in its capacity as custodian and disbursing agent to use the funds deposited with it for payment of costs of issuance as set forth in Article V hereof.

Section 6.02. Reliance on Documents, Etc.

(a) The Paying Agent may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Paying Agent by the District.

(b) The Paying Agent shall not be liable for any error of judgment made in good faith. The Paying Agent shall not be liable for other than its negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Paying Agent may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Paying Agent may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Paying Agent may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with reasonable care.

(g) The Paying Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; terrorism; military disturbances; sabotage; epidemic; riots;

interruptions; loss or malfunctions of utilities; computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that Paying Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(h) The Paying Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the District shall provide to the Paying Agent an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the District elects to give the Paying Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Paying Agent in its discretion elects to act upon such instructions, the Paying Agent's understanding of such instructions shall be deemed controlling. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Paying Agent, including without limitation the risk of the Paying Agent acting on unauthorized instructions, and the risk or interception and misuse by third parties.

Section 6.03. Recitals of District. The recitals contained in the Bond Resolution and the Bonds shall be taken as the statements of the District, and the Paying Agent assumes no responsibility for their correctness.

Section 6.04. May Own Bonds. The Paying Agent, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Bond Registrar for the Bonds.

Section 6.05. Money Held by the Paying Agent. Money held by the Paying Agent hereunder need not be segregated from other funds. The Paying Agent shall have no duties with respect to investment of funds deposited with it, except as expressly set forth herein, and shall be under no obligation to pay interest on any money received by it hereunder.

Any money deposited with or otherwise held by the Paying Agent for the payment of the principal of or interest on any Bond and remaining unclaimed for two years after such deposit will be paid by the Paying Agent to the District, and the District and the Paying Agent agree that the Registered Owner of such Bond shall thereafter look only to the District for payment thereof, and that all liability of the Paying Agent with respect to such moneys shall thereupon cease.

The Paying Agent shall furnish the District periodic cash transaction statements which include detail for all investment transactions effected by the Paying Agent or brokers selected by the District. Upon the District's election, such statements will be delivered via the Paying Agent's online service and upon electing such service, paper statements will be provided only upon request. The District waives the right to receive brokerage confirmations of security transactions effected by the Paying Agent as they occur, to the extent permitted by law. The

District further understands that trade confirmations for securities transactions effected by the Paying Agent will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

Section 6.06. Other Transactions. The Paying Agent may engage in or be interested in any financial or other transaction with the District.

Section 6.07. Interpleader. The District and the Paying Agent agree that the Paying Agent may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The District and the Paying Agent further agree that the Paying Agent has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 6.08. Indemnification. To the extent permitted by law, the District shall indemnify the Paying Agent, its officers, directors, employees and agents ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Paying Agent's acceptance or administration of the Paying Agent's duties hereunder in its capacities as Paying Agent, Registrar, Transfer Agent or Custodian or under the Bond Resolution (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to be attributable to the Paying Agent's negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

ARTICLE SEVEN

MISCELLANEOUS PROVISIONS

Section 7.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 7.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 7.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the District or the Paying Agent shall be mailed or delivered to the District or the Paying Agent, respectively, at the following addresses, or such other address as may have been given by one party to the other by fifteen (15) days written notice.

If to the District:

Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, CA 95648
Phone: (916) 645-6350
Fax: (916) 645-6356

If to the Paying Agent: The Bank of New York Mellon Trust Company, N.A.
Attn: Corporate Trust Department
2001 Bryan Street, 11th Floor
Dallas, TX 75201
Phone: (214) 468-____
Fax: (214) 468-6322

Section 7.04. Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 7.05. Successors and Assigns. All covenants and agreements herein by the District and the Paying Agent shall bind their successors and assigns, whether so expressed or not.

Section 7.06. Severability. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 7.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 7.08. Entire Agreement. This Agreement and the Bond Resolution constitute the entire agreement between the parties hereto relative to the Paying Agent acting in the capacities as Paying Agent, Transfer Agent and Bond Registrar for the Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds.

Section 7.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 7.10. Term and Termination. This Agreement shall be effective from and after its date and until the Paying Agent resigns or is removed in accordance with the Bond Resolution; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Paying Agent hereunder.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars ($50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.10 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Bondowners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent.

Section 7.11. Governing Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of California.

Section 7.12. Documents to be Filed with Paying Agent. The District shall file with the Paying Agent the following documents: (a) a certified copy of the Bond Resolution and a specimen Bond; (b) a copy of the opinion of bond counsel provided to the District in connection with the issuance of the Bonds; and (c) a District Request containing written instructions to the Paying Agent with respect to the issuance and delivery of the Bonds, including the name of the Registered Owners and the denominations of the Bonds.

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By _____
Scott Leaman
Superintendent

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Paying Agent

By _____
Vice President

EXHIBIT A

DEBT SERVICE SCHEDULE

Interest Payment Date	Principal	Interest	Total

EXHIBIT D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the WESTERN PLACER UNIFIED SCHOOL DISTRICT (the "District") in connection with the issuance by the District of its $15,000,000 Western Placer Unified School District (Placer County, California) General Obligation Bonds, Election of 2014, Series C (2018) (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the Board of Trustees of the District on October 2, 2018 (the "Bond Resolution"). The District covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined in this Section 1, the following capitalized terms shall have the following meanings when used in this Disclosure Certificate:

"*Annual Report*" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Beneficial Owner*" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"*Dissemination Agent*" shall mean the Capitol Public Finance Group, LLC, or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation. In the absence of such a designation, the District shall act as the Dissemination Agent.

"*EMMA*" or "*Electronic Municipal Market Access*" means the centralized on-line repository for documents to be filed with the MSRB, such as official statements and disclosure information relating to municipal bonds, notes and other securities as issued by state and local governments.

"*Listed Events*" shall mean any of the events listed in Section 5(a) or 5(b) of this Disclosure Certificate.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information which may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Participating Underwriter*" shall mean the original underwriter of the Bonds, required to comply with the Rule in connection with offering of the Bonds.

"*Rule*" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 3. Provision of Annual Reports.

(a) *Delivery of Annual Report.* The District shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the District's fiscal year (which currently ends on June 30), commencing with the report for the 2017-18 Fiscal Year, which is due not later than March 31, 2019, file with EMMA, in a readable PDF or other electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date.

(b) *Change of Fiscal Year.* If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and subsequent Annual Report filings shall be made no later than nine months after the end of such new fiscal year end.

(c) *Delivery of Annual Report to Dissemination Agent.* Not later than fifteen (15) Business Days prior to the date specified in subsection (a) (or, if applicable, subsection (b)) of this Section 3 for providing the Annual Report to EMMA, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall notify the District.

(d) *Report of Non-Compliance.* If the District is the Dissemination Agent and is unable to file an Annual Report by the date required in subsection (a) (or, if applicable, subsection (b)) of this Section 3, the District shall send a notice to EMMA, in a timely manner, substantially in the form attached hereto as Exhibit A. If the District is not the Dissemination Agent and is unable to provide an Annual Report to the Dissemination Agent by the date required in subsection (c) of this Section 3, the Dissemination Agent shall send a notice to EMMA, in a timely manner, in substantially the form attached hereto as Exhibit A.

(e) *Annual Compliance Certification.* The Dissemination Agent shall, if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been filed with EMMA pursuant to Section 3 of this Disclosure Certificate, stating the date it was so provided and filed.

Section 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) *Financial Statements.* Audited financial statements of the District for the preceding fiscal year, prepared in accordance generally accepted accounting principles. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) *Other Annual Information.* To the extent not included in the audited final statements of the District, the Annual Report shall also include financial and operating data with respect to the District for preceding fiscal year, substantially similar to that provided in the corresponding tables and charts in the official statement for the Bonds, as follows:

(i) the District's most recent approved annual budget;

(ii) the most recent assessed value of taxable property in the District;

(iii) if Placer County no longer includes the tax levy for payment of the Bonds pursuant to the Teeter Plan, the most recent property tax levies, collections and delinquencies of the District; and

(iv) the most recent list of the top twenty property owners in the District as measured by secured assessed valuation, the amount of their respective taxable value and their percentage of total secured taxable value.

(c) *Cross References.* Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on EMMA. The District shall clearly identify each such other document so included by reference.

If the document included by reference is a final official statement, it must be available from EMMA.

(d) *Further Information.* In addition to any of the information expressly required to be provided under paragraph (b) of this Section 4, the District shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Listed Events.

(a) *Reportable Events.* The District shall, or shall cause the Dissemination (if not the District) to, give notice of the occurrence of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies.
(2) Unscheduled draws on debt service reserves reflecting financial difficulties.
(3) Unscheduled draws on credit enhancements reflecting financial difficulties.
(4) Substitution of credit or liquidity providers, or their failure to perform.
(5) Defeasances.
(6) Rating changes.
(7) Tender offers.
(8) Bankruptcy, insolvency, receivership or similar event of the obligated person.
(9) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

Note: For the purposes of the event identified in subparagraph (8), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) *Material Reportable Events.* The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

(1) Non-payment related defaults.
(2) Modifications to rights of security holders.
(3) Bond calls.
(4) The release, substitution, or sale of property securing repayment of the securities.
(5) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.
(6) Appointment of a successor or additional trustee, or the change of name of a trustee.

(c) *Time to Disclose.* The District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(5) and (b)(3) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds under the Bond Resolution.

Section 6. Identifying Information for Filings with EMMA. All documents provided to EMMA under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent.

(a) *Appointment of Dissemination Agent.* The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate and may discharge any such agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the District, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate. It is understood and agreed that any information that the Dissemination Agent may be instructed to file with EMMA shall be prepared and provided to it by the District. The Dissemination Agent has undertaken no responsibility with respect to the content of any reports, notices or disclosures provided to it under this Disclosure Certificate and has no liability to any person, including any Bondholder, with respect to any such reports, notices or disclosures. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the District shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition, except as may be provided by written notice from the District.

(b) *Compensation of Dissemination Agent.* The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as agreed to between the Dissemination Agent and the District from time to time and all expenses, legal fees and expenses and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the District, owners or

Beneficial Owners, or any other party. The Dissemination Agent may rely, and shall be protected in acting or refraining from acting, upon any direction from the District or an opinion of nationally recognized bond counsel. The Dissemination Agent may at any time resign by giving written notice of such resignation to the District. The Dissemination Agent shall not be liable hereunder except for its negligence or willful misconduct.

(c) *Responsibilities of Dissemination Agent.* In addition of the filing obligations of the Dissemination Agent set forth in Sections 3(e) and 5, the Dissemination Agent shall be obligated, and hereby agrees, to provide a request to the District to compile the information required for its Annual Report at least 30 days prior to the date such information is to be provided to the Dissemination Agent pursuant to subsection (c) of Section 3. The failure to provide or receive any such request shall not affect the obligations of the District under Section 3.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate (and the Dissemination Agent shall agree to any amendment so requested by the District that does not impose any greater duties or risk of liability on the Dissemination Agent), and any provision of this Disclosure Certificate may be waived, provided that all of the following conditions are satisfied:

(a) *Change in Circumstances.* If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) or (b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or the type of business conducted.

(b) *Compliance as of Issue Date.* The undertaking, as amended or taking into account such waiver, would, in the opinion of a nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances.

(c) *Consent of Holders; Non-impairment Opinion.* The amendment or waiver either (i) is approved by the Bondholders in the same manner as provided in the Bond Resolution for amendments to the Bond Resolution with the consent of Bondholders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners.

If this Disclosure Certificate is amended or any provision of this Disclosure Certificate is waived, the District shall describe such amendment or waiver in the next following Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate,

the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and no implied covenants or obligations shall be read into this Disclosure Certificate against the Dissemination Agent, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have the same rights, privileges and immunities hereunder as are afforded to the Paying Agent under the Bond Resolution. The obligations of the District under this Section 12 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and the owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: November 6, 2018

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By _____
Scott Leaman
Superintendent

ACKNOWLEDGED:

CAPITOL PUBLIC FINANCE GROUP, LLC, as Dissemination Agent

By _____
Authorized Officer

EXHIBIT A

NOTICE TO EMMA OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Western Placer Unified School District

Name of Issue: $15,000,000 Western Placer Unified School District (Placer County, California) General Obligation Bonds, Election of 2014, Series C (2018)

Date of Issuance: November 6, 2018

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Issue as required by the Continuing Disclosure Certificate, dated November 6, 2018, furnished by the Issuer in connection with the Issue. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

CAPITOL PUBLIC FINANCE GROUP, LLC, as Dissemination Agent

By _____
Title _____

cc: Paying Agent