

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

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

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

School	STUDENT ENROLLMENT		
	2015-16 CALPADS	1/2/2017	2/1/2017
Sheridan Elementary (K-5)	66	68	65
First Street Elementary (K-5)	465	423	424
Carlin C. Coppin Elementary (K-5)	394	439	444
Creekside Oaks Elementary (K-5)	607	621	622
Twelve Bridges Elementary (K-5)	632	624	635
Foskett Ranch Elementary (K-5)	471	454	459
Lincoln Crossing Elementary (K-5)	645	652	648
Glen Edwards Middle School (6-8)	866	891	891
Twelve Bridges Middle School (6-8)	773	766	765
Lincoln High School (9-12)	1,735	1,808	1,801
Phoenix High School (10-12)	77	73	74
TOTAL	6731	6,819	6,828

SDC Pre-School

Foskett Ranch 21
 First Street/LIP 77
 Carlin C. Coppin 0

Parent Education

Continuing Educ. Classes

GLOBAL DISTRICT GOALS

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

Western Placer Unified School District
Regular Meeting of the Board of Trustees
February 7, 2016, 7:00 P.M.
WPUSD District Office/City Hall Building-3rd Floor Conference Room
600 Sixth Street, Lincoln, CA 95648

AGENDA

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

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

6:25 P.M. START

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

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

6:30 P.M.

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

Regular Meeting of the Board of Trustees

February 7, 2017

Agenda

Agency Negotiators:

~Scott Leaman, Superintendent

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

~Kerry Callahan, Assistant Superintendent of Educational Services

4.2 Page 10 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

4.3 Page 11 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

5. Page 13 - 90 - CONSENT AGENDA

NOTICE TO THE PUBLIC

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

5.1 Certificated Personnel Report

5.2 Classified Personnel Report

5.3 Approval of Minutes for: January 17, 2017

5.4 Approval of Warrants

5.5 Report of Disclosure Requirements for Quarterly Reports of Investments

5.6 Approval of Out of State Travel

5.7 Ratify Contract between Nor-Cal Roofing Inc. and Western Placer U.S.D.

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

Roll call vote:

6. COMMUNICATION FROM THE PUBLIC

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7. REPORTS & COMMUNICATION

➤ Lincoln High School Student Advisory – Janna McCoy

➤ Western Placer Teacher’s Association – Tara McCroskey

➤ Western Placer Classified Employee Association – Mike Kimbrough

➤ Superintendent - Scott Leaman

8. Page 92 - PUBLIC HEARING

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

Education Code 17277 requires that a public hearing be held prior to commencing the acquisition of real property for a new school site or an addition to an existing school site.

Regular Meeting of the Board of Trustees
February 7, 2017

Agenda

The governing board of a school district shall evaluate the property at a public hearing using the site selection standards established by the State Department of Education.

9. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

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

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

Roll call vote:

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

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

Roll call vote:

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

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

Roll call vote:

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

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

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

●The 2016-2017 LCAP Committee and DAC/CELAC Parent Committees have been working diligently to provide input that supports the evaluation of our

Regular Meeting of the Board of Trustees

February 7, 2017

Agenda

students' performance and our annual update of the District LCAP which will be brought forward to the board at a later date for review and approval.

- 9.6 Action** **Page 197 – COMPREHENSIVE SAFE SCHOOL PLAN – Kilpatrick**
(16-17 G & O Component I, II, III, IV, V)
● School safety is paramount in Western Placer Unified School District. Each of our eleven school sites and the district office practice safety on a daily basis by implementing processes and procedures to safeguard our students and staff as well as scheduling regular safety drills to practice responses to potential fire, lock-down and/or shelter-in-place situations. The District communicates with local law enforcement to determine and communicate best safety practices at our sites. All Comprehensive Safe School Plans are online and available for viewing at: <http://www.wpusd.k12.ca.us/Departments/Business-Services/index.html> and listed under Comprehensive Safe School Plans 2016-17 – Board Approved January 17, 2017.

- 9.7 Action** **Page 199 - ADOPTION OF REVISED/NEW POLICIES/EXHIBITS/REGULATIONS – Leaman** *(16-17 G & O Component I, II, III, IV, V)*
● The District Policy Committee and Management Team have reviewed the following new and revised policies/regulations/exhibits as per CSBA. They are now being presented for adoption by the Board of Trustees.

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

10. BOARD OF TRUSTEES

10.1 FUTURE AGENDA ITEMS

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

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

10.2 BOARD MEMBER REPORTS/COMMENTS

11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

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

12. ADJOURNMENT

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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.

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

Western Placer Unified School District CLOSED SESSION AGENDA

Place: District Office/City Hall Bldg. – Overlook Room (Fourth Floor)
Date: Tuesday, February 7, 2017
Time: 6:30 P.M.

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

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

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

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

AGENDA ITEM AREA:

Disclosure of action taken in
closed session

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

No

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

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

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SUBJECT:

CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION

AGENDA ITEM AREA:

Disclosure of Action Taken in
Closed Session

REQUESTED BY:

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

ENCLOSURES:

No

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

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

RECOMMENDATION:

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

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

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

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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:
February 7, 2017

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.

CONSENT

AGENDA

ITEMS

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

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

DISTRICT GLOBAL GOALS

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SUBJECT:

Certificated Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabe Simon

GS

Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

Categorical/General

MEETING DATE:

February 7, 2017

ROLL CALL REQUIRED:

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the certificated personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

PERSONNEL REPORT

February 7, 2017

CERTIFICATED/MANAGEMENT

NEW HIRES:

1. Name: Nina Sandhu
Position: Speech-Language Pathologist
FTE: 1.0
Effective Date: February 1, 2017
Site: FRE

RETIREMENT:

1. Name: Jessica McClanahan
Position: History Teacher
Effective Date: June 30, 2017
Site: TBMS

REQUEST FOR LEAVE OF ABSENCE:

1. Name: Ellie Martinez
Position: School Psychologist
Effective Date: March 4, 2017
Site: DO

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

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SUBJECT:

Classified Personnel Report

AGENDA ITEM AREA:

Consent Agenda

REQUESTED BY:

Gabriel Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:

Yes

DEPARTMENT:

Personnel

FINANCIAL INPUT/SOURCE:

General Fund/Categorical

MEETING DATE:

February 7, 2017

ROLL CALL REQUIRED:

BACKGROUND:

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

RECOMMENDATION:

Administration recommends ratification of the classified personnel report.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT

February 7, 2017

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. Name: Gabriel Cruz Effective: 2/27/17
Position: Technology Support Tech I Site: Technology
Salary: CSEA, Range 3, Step A Replacement
Hours: 8 Hours/5 Days a week
Days: 12 Months/Year

ADDITIONAL POSITION:

1. Name: Michelle Stieber Effective: 1/23/17
Position: Campus/Café Supervisor Site: First Street School
Hours: 1.34 Hours/5 Days a week Replacement
Days: 10 Months/Year

TRANSFER/PROMOTION:

1. Name: Casandra Kelly Effective: 1/31/17
Position: School Clerk III Site: Twelve Bridges Middle
Hours: 8 Hours/5 Days a week Replacement
Days: 11 Months/Year

ADDITIONAL HOURS:

1. Name: Tiffany McGuire Effective: 2/1/17
Position: Intervention Services Provider Site: Carlin C. Coppin
Hours: From 4 hours to 6.5 hours
Days: 10 Months/Year

RESIGNATION:

1. Name: Samuel Griffith
Position: Grounds Maintenance
Site: Maintenance
Hours: 8 Hours/5 Days a week
Effective: 1/31/17

2. Name: Casandra Kelly
Position: Health Clerk
Site: Twelve Bridges Middle
Hours: 2 Hours/5 Days a week
Effective: 1/30/17

**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:

Approval of Minutes:

- January 17, 2016 Regular Board of Trustee Meeting

AGENDA ITEM AREA:

CONSENT AGENDA

REQUESTED BY:

Scott Leaman,
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

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

- January 17, 2017 Regular Board of Trustee Meeting

RECOMMENDATION:

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

Western Placer Unified School District
Regular Meeting of the Board of Trustees
January 17, 2016, 7:00 P.M.
Glen Edwards Middle School – Multipurpose Room
204 L Street, Lincoln, CA 95648

MINUTES

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

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

Board Members Present:

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

Others Present:

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

6:15 P.M. START

1. **CALL TO ORDER** – Glen Edwards Middle School – Multipurpose Room

2. **COMMUNICATION FROM THE PUBLIC**
No communication from the public prior to closed session.

6:20 P.M.

3. **CLOSED SESSION** – Glen Edwards Middle School – Staff 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**

Minutes

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

3.4 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918

Student Discipline Violation of Stipulated Expulsion #15-16-I

7:00 P.M.

4. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE – Glen Edwards

Middle School – Multipurpose Room

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

4.1 Page 10 - CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations

Agency Negotiators:

~Scott Leaman, Superintendent

~Gabe Simon, Assistant Superintendent of Personnel Services

~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

~Kerry Callahan, Assistant Superintendent of Educational Services

No action was taken

4.2 Page 11 - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

No action was taken

4.3 Page 12 - PERSONNEL

Public Employee Employment/Discipline/Dismissal/Release

No action was taken

4.4 Page 13 - STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918

Student Discipline Violation of Stipulated Expulsion #15-16-I

Motion by Mr. Haley, seconded by Mr. Long, and passed by a 5-0 (*Ayes: Haley, Long, Wyatt, Armitage, Carras No: None*) vote to expel student #15-16-I.

5. SPECIAL ORDER OF BUSINESS

5.1 Page 15 - Glen Edwards Middle School will be featured

Mr. Leaman introduced Stacy Brown, GEMS Principal. Mr. Brown shared his staff would be reporting on Measure N. He introduced Mr. O'Geen, Assistant Principal, Mr. O'Geen welcomed everyone and introduced Mr. Noonan, Broadcasting/

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technology teacher. Mr. Noonan shared some information his broadcasting class offered at Glen Edwards Middle. The class has grown from 9 students to 65 within seven years. There is a Morning news show 4 days a week. A member of News 13 built a news desk for the classroom. Some of the Students were present to speak about the broadcasting class, and their experiences in the class. They presented a slideshow with Mr. Leaman, staff and students being interviewed in response to the passing of Measure N. Mr. O'Geen briefly shared information on the YDI Program used in our district. The program covers the following:

- Skill Building
- Community involvement
- Youth participation
- Relationship Building
- Safety

Mr. Brown thanked the board for presenting a bond for improvements to GEMS, it's exciting.

5.2 Page 17 - Receipt of the 2015-16 Audited Financial Statements

The 2015 -16 Unaudited Actuals were presented to the Board of Trustees in September. The firm of Crowe Horwath, LLP, has performed the required independent annual audit and submitted our audit report to the State Controller's Office by December 15 as required by law. The auditors will be present at the Board meeting to present highlights of the Audited Financial Statements.

Audrey Kilpatrick reported that Crowe Horwath was presented to review the 2015-16 unaudited actual. Elizabeth with Crowe Horwath gave a brief summary of the report to the board of trustees.

6. Page 122 - 169 - CONSENT AGENDA

- 6.1 Certificated Personnel Report
- 6.2 Classified Personnel Report
- 6.3 Approval of Minutes for: December 6th & 20th, 2016
- 6.4 Approval of Warrants
- 6.5 Williams Uniform Quarterly Complaint Report
- 6.6 Approve Agreement for Cleaning Cost Analysis Program between Hillyard, Inc., and WPUUSD.
- 6.7 Student Discipline, Re-Entry of Student #14-15-F, #15-16-E & #15-16-G
- 6.8 Approval of Change Order #1 for the Lincoln High School Addition and Modernization Project.

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

7. COMMUNICATION FROM THE PUBLIC

Karen Anderson lives in Lincoln, and has a grandson who attends Foskett Ranch. One of the closest schools to the area of where the predator will be living. One of many concerns is that they want Jacob to grow up just like the rest of the kids in this community and be a good man when he is an adult. That will be impossible if we have a predator to worry about,

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if he covertly approaches students. She indicated at this point she is asking to agendaize this issue as an urgency item. She knows this can be done. She used to be the mayor of Saratoga, and she knows what they're looking for from the board, is not only your participation, which they are happy about, but are all the connection you have as elected officials throughout the political community. We will help out. She has met some of the folks in the community. This person will shop in Lincoln and go past most of the schools in Lincoln. She reminded the board of the Sierra LaMar incident from the Morgan Hill area, a child waiting at a bus stop and was murdered by a purse snatcher. This man is much worse than that. This man has a record of molesting and being violent with children. Happy to hear we have your support, and we have several people who would like to speak about it.

Angela Rowland shared each person speaking tonight will hit on something different to share. Would like to take you back to when we first found out, and what this is all about for those of you who don't know. I live in the remote community off Kilaga Springs, and last Thursday a detective from Placer County Sheriff's Department, was knocking on neighbor doors, and was giving out information letting them know of a violent sexual offender who will be moving into a house in the neighborhood. The Sheriff and the D.A. are fighting it, because the proper steps were not taken, and they were not notified properly and they were given this court hearing, which is schedule on February 7th in Santa Clara County. The detective shared that although we have sex offenders here in Placer County, plenty of them, never has one resided here with the designation of "violent sexual predator", this is an actual designation given to him. There are only six such offenders in the state who are not incarcerated and living in neighborhoods. The sheriff has continued visiting all schools and day care providers. She read the following excerpt from a court hearing 17 months ago. August 18th, just a small piece, she read the following: "*Supreme Court of California vs. Dariel Shazier. Doctor indicated that defendant's history reveals a singular intense and long standing pattern of compulsive behavior, such that defendant has acted on his attraction again and again, by force if necessary, even after suffering severe and repeated sanctions for doing so. Even under supervised release on condition he avoid all contact with minors, he shows a pattern of grooming his underage victims, manipulating them to gain their trust in order to exploit them sexually. Such persistent compulsive and manipulated behavior demonstrates a disordered sexuality and impairment of volitional control that predisposes the defendant to reoffend against his target group. Doctor also noted that the defendant's historical lack of stable age appropriate intimate relationships. His past poor performance on supervised release. And the fact that he has not been an interfamilial molester in his skill at grooming his victims. All tend to increase the risk of revile as well as any further offences would be predatory committed against strangers or in relationships initiated for the purpose of sexual exploitation*". So what we've learned is that from 1987 to 1994 he offended, was paroled, offended, was paroled, offended, repeated over and over and over. In 1994 he was sentenced to over 17 years, and served 9 years and went into a mental institution where they have held him. This is terrifying. Once a house has been taken over by Liberty Health, who does reinstating somebody back into the community? He will serve his one year in that house being watched or whatever, and be on his way or back to jail or prison, then they'll put someone else in and someone else in, then someone else in. Remember as I said we have never had such like this in Placer county, so if we allow number 1, what do you think will happen next. This company Liberty Health that's contracted with the state, goes

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to homeowners and offers them a huge amount. Heard it could be as much as four times the amount of what typical rent could be for their place, so they're a little tempted, and they may not be being told honestly what's happening. So we're asking the school board to please agendaize this item tonight. We don't just need you to write letters, but we need you to work together and do a lot more than that.

Charles Eads lives in Lincoln and has two children who attend CCC. He is here to discuss why he is relieved to see a commitment to form an opposition from WPUSD regarding the placement of Dariel Shazier. Moved to Lincoln five years ago. Was looking for a home with property, close proximity to great schools, low crime rates and wholesome small town feel. Found all that here in Lincoln. He and his wife have volunteered at CCC for the past five years. Has a great relations with the kids and just wants them safe. Shared this man is a repeat offender, with more than a dozen confirmed victims. Has been released on multiple occasions and every time has reoffended. Kids from our schools will be living around him to get to and from the bus stop. They will be walking past his house which is completely isolated. Our priority needs to be keeping our kids safe while keeping crime rates low and maintain our small town atmosphere. I appreciate your opposition to the placement of Dariel Shazier in Western Placer Unified School District, and thank the board for their time.

Steve Borba thanked the board for hearing him, has lived in Lincoln for the past five years, and has a son who attends Foskett Ranch. Also a coach in the community. Everything that I hear, even tonight, this man effects many. Measure N that passed, children are happy to walk to the rec center. He impairs the ability to do that. This predator, entices his victims, through sports, through wanting to teach them Taekwondo, football, things like that, and that's how he gets them. As a coach, we're always teaching our kids to go further, do more, and put yourself that much further. I see kids at the parks working hard by themselves, I see kids riding their bikes to go to practices. This man endangers that. He takes it away. There's a false sense of security with this being one of the safest cities in California, that children can go out and do things, this person takes it away. Appreciate your opposition as well, more so than that, looking here at the board I would have to imagine you have plenty of connections, plenty of people you can talk to, plenty of influences you can make on this. Would like to ask you do that. He implored the board do everything they possibly can to stop this. He enjoys coaching, enjoys seeing the kids come out have a good time and push their hardest, and doesn't want to see that taken away. Thanked the board for their opposition and asked them again do what you can to overturn this.

Sue Martin thanked the board for listening, has lived in Lincoln for 30 years. Has two sons that went through Lincoln Schools, is now raising her grandson attending GEMS and is 14 years old and happens to be in the demographic of what this sexual violent predator looks for. Her biggest concern is that being from Lincoln, we tend to be more trusting as most of the kids have grown up together, and our community is closer than you see in the larger cities. This, in my opinion, is good and our children can experience this loving atmosphere. But, now we have to switch gears and retrain our kids to not trust anyone, this will take time. Which with the Predator possibly being released by February 7th, to our area, we do not have that time. We also have a large contingent of bilingual children, which mean neither parent speaks English, what's going to happen with them. Our children, especially the ones living in the rural community are dropped off at bus stops at remote

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areas and still have to walk about a mile to get home. Most of our kids are latch key kids. She feels this is a huge safety issue. This is just asking for something bad to happen. As this sexual violent predator has already been marked by psychiatrist as a high risk reoffender. We work hard in Lincoln to make it a family friendly community and this addition will change our lifestyles forever.

David Howe lives on Kilaga Springs Road since 2003, and is an active member in the community, actively participates as a parent leader and coach and volunteer for St. Joseph youth program, Mt. Pleasant 4-H, local high school trap team, Boy Scouts troop #185, and Kiwanis fishing day. He shared he cares about this issue and the danger it poses to our community. As a representative of the rural neighbors whose children attend western placer schools in the city of Lincoln, we are honestly seeking your help. We ask that the Western Placer school board join with the Lincoln City Council and pull together their resources to fight this placement, we ask that the board take urgent action to agendaize this issue tonight. This is critical, action by the board cannot wait, our children and community are in danger. Our call to action is deliberate but simple. We request the board to write letters to Santa Clara County Superior Court Judge posing this placement. We understand that is going to occur. We also request the board leverage all known city, county, and community representatives with an appeal to write letters to be present at the hearing from the Lincoln community, school board, city council, and all your connections. We request representatives from this board, school board attorney, city council members, mayor, Lincoln city attorney, and police chief join myself and many of those you see here in red at the hearing on February 7th, 9:00 a.m. at the Santa Clara County Superior Court Hall of Justice, department #32, located at 190 West Heading Street in San Jose. To show your support for the Lincoln community and the opposition of this placement, we ask that any of you who plan to attend wear Red. For more information, we ask that you visit the Facebook page that's been established by the neighbors of Kilaga Springs who care about this community, it's called "Keeping Lincoln Safe". It will explain many of the details and action items to participate in. We urge the board please agendaize this urgent matter tonight, because there is no time to wait for another meeting and our children are in danger if we do not stop this. He asked the show of hands in support, and thanked the board for their time.

Board Comments:

Mr. Haley this is an extremely important matter, and agrees with all the steps the people are starting to take or have taken and feels we need to add force to it.

Mr. Long Government Code section 54954.2 does allow the board to make this an agenda item with the ruling of the board. Kilaga Springs is not only in Mr. Brown's back yard, a lot of children walk a mile to a mile ½ unaccompanied by an adult down McCourtney Road to get to the bus stop. This could be a really dangerous issue for the kids out in the country. Would like to see board discussion to agendaize this item.

Mrs. Wyatt as a member of the community over 45 years, and have two daughters, more importantly have two grandsons. We have been very aware of sexual harassment, very aware of sexual trafficking. We all need to have our ears and eyes wide open. So we know what is going on in our community, no matter where it is. I support agendaizing this also, so we can move forward, also a part of good neighbors of Lincoln. It will be all of us coming together to make a change.

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Mr. Armitage father of two sixteen year olds. In support of the sentiments of this audience, and in support of doing everything we can to prevent this experiment from happening in our neighborhood. It's pretty shocking to find out that there are only six predators in the state not incarcerated. So I don't feel that us being part of that experiment is appropriate

Mr. Carras complemented all the presenters. You not only did your homework, you made all the key points that any public body would need to hear in order to take appropriate action.

Mr. Carras asked for a Motion and a second to exercise our emergency right under the Ed. Code to agendaize this item and ultimately take further action. Motion by Mr. Long, seconded by Mr. Haley, and passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Wyatt No: None*) vote to making this an emergency agendaize item.

Mr. Carras motion read as follows: Take action to support the community's recommendation, and Sheriff Bonner's not to allow the sexual predator as mentioned, to be allowed to move up here in Lincoln. As a board we exercise any and all authority power, and influence with other agencies to get their support so we can stop the action from happening. Motion by Mr. Haley, seconded by Mr. Long, and passed by a 5-0 (*Ayes: Armitage, Carras, Haley, Long, Wyatt No: None*) vote to approve as

The meeting broke for a short interview with Fox 40 News

8. REPORTS & COMMUNICATION

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

- There was a week of events
- Basketball played Placer
- Construction has been really fun

➤ Western Placer Teacher's Association, Tim Allen was representing WPTA in place of Tara, he had no report

➤ Western Placer Classified Employee Association, Gus Nevarez was representing in place of Mike, he had no report.

➤ Superintendent - Scott Leaman shared the following

- Will begin accepting applications for interdistrict on February 1st.
- Construction issues at LHS, looks bad, but at the end it will look good
- Audit was very positive
- With the turn of the calendar, we're looking at next year
- Spoke at the Lincoln Crossing Association regarding the construction
- Will take appropriate action by the board for tonight.
- Supt. Meeting this Thursday and will share

9. ♦ ACTION ♦ DISCUSSION ♦ INFORMATION

9.1 Information Page 171 – GOVERNOR'S STATE BUDGET PROPOSALS 2017-18

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

• The Governor's January Budget was released on January 10, 2017. Staff attended the School Services of California Governor's Budget Workshop on January 17, 2017. A detailed update will be provided to the Board at the meeting.

January 17, 2017

Minutes

Audrey Kilpatrick gave a review of the Governor's State budget proposal. She reviewed the following:

- Proposition 98 and the Major K-12 Proposals
- Transition from Proposition 30 to Proposition 55
- 2017-18 Local Control Funding
- Department of Finance Forecasts
- Examples of Changes in MYPs
- Multiyear Projections – Final Considerations
- Revenues Now Flatten Out
- Next Steps ~ *State Level*
 - Budget committee hearings
 - Next update – May Revision
- ~ *District Level*
 - Second Interim Report-March 2017
 - District Attendance Reporting (P-2)
 - 2016-17 Actual P-2 ADA may drive change in 2017-18 Projected Funded ADA
 - Governor's May Revision – May 2017

9.2 Action

Page 172 – APPROVE RESOLUTION NO. 16/17.15 CANVASSING THE RESULTS OF A GENERAL ELECTION OBLIGATION BOND HELD IN NOVEMBER 8, 2016 AND CERTIFICATION OF ELECTION RESULTS AND ENTRY UPON MINUTES OF FAVORABLE VOTE – Kilpatrick (16-17 G & O Component I, II, III, IV, V)

• Western Placer Unified School District, through the Governing Board, submitted to the electors of the District, its general obligation bond proposal in the amount of Sixty Million Dollars (\$60,000,000) for the election that was held on November 8, 2016.

Audrey Kilpatrick presented a Resolution for approval. Motion by Mr. Haley, seconded by Mrs. Wyatt, and passed by a 5-0 (*Ayes: Long, Wyatt, Armitage, Haley, Carras No: None*) roll call vote to approve Resolution No. 16/17.15 Canvassing the results of a general election obligation bond held November 8, 2016 and certification of election results and entry upon minutes of favorable vote.

9.3 Action

Page 178 – APPROVE RESOLUTION NO. 16/17.16 EXPRESSING OFFICIAL INTENT REGARDING CERTAIN CAPITAL EXPENDITURES TO BE REIMBURSED FROM PROCEEDS OF A TAX-EXEMPT OBLIGATION – Kilpatrick (16-17 G & O Component I, II, III, IV, V)

• Resolution 16/17.16 declares the District's intent to reimburse all or a portion of the expenditures for Measure "N" capital project paid within sixty days prior to the passage of this Resolution or will be paid on or after the passage of this Resolution pursuant to Treasury Regulation Section 1.150-2.

Audrey Kilpatrick presented a Resolution for approval. Motion by Mr. Long, seconded by Mr. Armitage, and passed by a 5-0 (*Ayes: Wyatt, Armitage, Haley, Long, Carras No: None*) roll call vote to approve

January 17, 2017

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Resolution No. 16/17.16 expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of a tax-exempt obligation.

9.4 Action

Page 182 – APPROVE RESOLUTION NO. 16/17.17

ESTABLISHING AND APPOINTING MEASURE “N” CITIZENS’ BOND OVERSIGHT COMMITTEE AND ADOPTING OVERSIGHT COMMITTEE BYLAWS AND OPERATIONAL GUIDELINES – Kilpatrick (16-17 G & O Component I, II, III, IV, V)

●Based on Canvass and Statement of Results for Placer County, more than fifty-five percent of the votes cast on Measure “N” were in favor of issuing the aforementioned Bonds. As stated in Resolution 15/16.26, the Board must establish and appoint members to an independent Citizens’ Bond Oversight Committee as an additional accountability measure for the voters and taxpayers of the District.

Audrey Kilpatrick presented a Resolution for approval. Motion by Mr. Armitage, seconded by Mr. Haley, and passed by a 5-0 (*Ayes: Armitage, Haley, Long, Wyatt, Carras No: None*) roll call vote to

9.5 Information/
Discussion

Page 192 – SELECTION OF HMC ARCHITECTS FOR

ARCHITECTURAL PRE-DESIGN, DESIGN, AND CONSTRUCTION ADMINISTRATION SERVICES FOR

DISTRICT HIGH SCHOOL #2 – Adell (16-17 G & O Component I, II, III, IV, V)

●On November 30, 2016, District staff and selection panel members, including Board members, Sierra College representative, City of Lincoln Library representative, and City of Lincoln representative, were presented with proposals, including a conceptual site plan, from the six (6) architectural firms within the District’s architect pool for pre-design, design and construction administration services for the District High School #2.

Mike Adell shared both the process and the selection of the Architect for the new high school. He introduced Brian Myers of HMC Architects. Mr. Myers shared with the board the importance of serving the needs of the Western Placer Unified School District and looks forward to working with the district, and is excited to be here.

9.6 Action

Page 195 – RESOLUTION NO. 16/17.18 – STATE ALLOCATION BOARD AND SCHOOL FACILITY PROGRAM BEYOND BOND AUTHORITY ACKNOWLEDGEMENT BY WPUSD BOARD OF TRUSTEES – Adell (16-17 G & O Component I, II, III, IV, V)

●The District intends to file eligibility and funding applications under the State School Facility Program to be funded by the recent passage of Proposition 51.

Mike Adell presented a Resolution for approval. Motion by Mrs. Wyatt, seconded by Mr. Long, and passed by a 5-0 (*Ayes: Haley, Long, Wyatt, Armitage, Carras No: None*) roll call vote to approve Resolution No. 16/17.18 regarding State Allocation board and School Facility program beyond bond authority acknowledgement by Western Placer Unified School District Board of Trustees.

- 9.7 Discussion/ Action **Page 198 – SUNSHINE FOR NEGOTIATIONS REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION – CHAPTER #741 – Simon** (16-17 G & O Component I, II, III, IV, V)
●Pursuant to Government Code section 3547, all proposals of the recognized employee groups and the District must be presented at a public meeting of the District.

Gabe Simon presented the Sunshine for negotiations. 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 Sunshine for negotiations regarding the collective bargaining agreement between WPUSD and the California School Employee Association, Chapter #741.

- 9.8 Action **Page 200 - ADOPTION OF REVISED/NEW POLICIES/EXHIBITS/REGULATIONS – Leaman** (16-17 G & O Component I, II, III, IV, V)
●The District Policy Committee and Management Team have reviewed the following new and revised policies/regulations/exhibits as per CSBA. They are now being presented for adoption by the Board of Trustees.

- BP/AR 0520.2 Title I Program Improvement Schools
- BP/AR 0520.3 Title I Program Improvement Districts
- E 5145.6 Parental Notifications

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

10. BOARD OF TRUSTEES

10.1 FUTURE AGENDA ITEMS

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

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

10.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Haley no report

Mr. Long no report

Mrs. Wyatt thanked Mr. Brown and students. The atmosphere and environment are great, really love GEMS! Have had the opportunity working with the leadership class. Baseballs opening day was postponed until January 28th.

Mr. Armitage commented on the construction at LHS, with changes that are coming to GEMS, I hope it's smooth.

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Mr. Carras I have experienced school construction, thanked the board for the comments

11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

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

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

12. ADJOURNMENT

There being no further business the meeting was adjourned at 9:02 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:

February 7, 2017

ROLL CALL REQUIRED:

N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the January 17, 2017 board meeting.

RECOMMENDATION:

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

Checks Dated 01/27/2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85536268	01/27/2017	PACIFIC GAS & ELECTRIC CO	01-5510		21,701.48
85536269	01/27/2017	Stacey Brown	01-4300	200.00	
			01-5200	624.29	824.29
85536270	01/27/2017	Kenneth N. Higginson	01-4300		27.98
85536271	01/27/2017	Karina A. Kappmeyer-Sofia	01-4300		48.32
85536272	01/27/2017	Charles L. Langston	01-4300		82.37
85536273	01/27/2017	Rene McGrath	01-4300		166.00
85536274	01/27/2017	William R. Middleton	01-4300		29.89
85536275	01/27/2017	Susan E. Nelson	01-4300		29.01
85536276	01/27/2017	Jason R. Noonan	01-5300		75.00
85536277	01/27/2017	Adam P. Salinger	01-5200		115.49
85536278	01/27/2017	AUBURN HARDWOODS	01-4300		1,324.56
85536279	01/27/2017	BIO RAD LAB	01-4300		24.59
85536280	01/27/2017	CALIF MUSIC EDUCATORS ASSOC	01-5200		190.00
85536281	01/27/2017	CALTRONICS BUSINESS SYSTEMS	01-4300		100.69
85536282	01/27/2017	CARSON-DELLOSA PUBLISHING	01-4300		1,024.32
85536283	01/27/2017	CASBO - CALIF ASSOC OF SCHOOL BUSINESS OFFICIALS	01-5200		445.00
85536284	01/27/2017	CITY OF ROSEVILLE DBA: MAIDU INTERPRETIVE CENTER	01-5800		658.00
85536285	01/27/2017	CLASSROOM DIRECT.COM	01-4300		8.42
85536286	01/27/2017	CLMS - CA LEAGUE OF MIDDLE SCHOOLS	01-5200		269.00
85536287	01/27/2017	DEMCO MEDIA	01-4200		154.92
85536288	01/27/2017	DISCOUNT MAGAZINE SUB SERVICE	01-4300		104.80
85536289	01/27/2017	DISCOVERY OFFICE SYSTEMS	01-4300	234.23	
			01-5600	287.00	521.23
85536290	01/27/2017	ECONOMIC & PLANNING SYS. INC.	49-5800		275.00
85536291	01/27/2017	FLORAL SUPPLY SYNDICATE	01-4300		659.14
85536292	01/27/2017	GOLD COUNTRY MEDIA PUBLICATIONS	25-5800		1,484.40
85536293	01/27/2017	JONES SCHOOL SUPPLY CO INC	01-4300	1,403.13	
			Unpaid Tax	90.63-	1,312.50
85536294	01/27/2017	KINGSLEY BOGARD THOMPSON LLP	01-5810		1,362.93
85536295	01/27/2017	KLINGSPOR ABRASIVES INC	01-4300		523.87
85536296	01/27/2017	LP CONSULTING ENGINEERS INC	21-5800		8,500.00
85536297	01/27/2017	MONOPRICE INC	01-4300		1,832.61
85536298	01/27/2017	PACIFIC COAST VALUATION GROUP	21-6120		4,250.00
85536299	01/27/2017	PCOE - PLACER CO OFFICE OF ED	01-4300		210.00
85536300	01/27/2017	PERIPOLE - BERGERAULT INC	01-8699	447.57	
			Unpaid Tax	27.92-	419.65
85536301	01/27/2017	PLACER FARM SUPPLY	01-4300		200.20
85536302	01/27/2017	RISO PRODUCTS OF SAC INC	01-4300		1,492.41
85536303	01/27/2017	SAN JOAQUIN CO OFFICE OF EDUC	01-5200		375.00
85536304	01/27/2017	SCHOOL OUTFITTERS.COM	01-4300		85.04

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**

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Checks Dated 01/27/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85536305	01/27/2017	STAPLES BUSINESS ADVANTAGE	01-4300	1,165.66	
			01-4390	595.83	1,761.49
85536306	01/27/2017	THE MARKERBOARD PEOPLE	01-4300	181.51	
			Unpaid Tax	11.23-	170.28
85536307	01/27/2017	WALLACE-KUHL & ASSOCIATES	25-6290		2,241.00
85536308	01/27/2017	WAVE Cable TV	01-5800		20.06
85536309	01/27/2017	WORLD BOOK INC	01-4300		368.00
85536310	01/27/2017	Evelyn J. Anderson	01-4300		35.17
85536311	01/27/2017	Victoria L. Galvan	01-5200		225.93
85536312	01/27/2017	Audrey K. Kilpatrick	01-5200		20.00
85536313	01/27/2017	Scott M. Leaman	01-5200		18.00
85536314	01/27/2017	Terri J. Moseman	01-5800		207.09
85536315	01/27/2017	ATKINSON ANDELSON LOYA RUUD & ROMO	01-5810		607.69
85536316	01/27/2017	BEARCOM	01-4300		1,780.91
85536317	01/27/2017	BEHAVIOR INTERVENTION SPECIALISTS INC	01-5200		325.00
85536318	01/27/2017	BUS WEST - FRESNO	01-6400		269,695.14
85536319	01/27/2017	C & S TELECOMMUNICATIONS INC	01-6400		16,554.81
85536320	01/27/2017	CITRUS HEIGHTS SAW & MOWER	01-4365		85.59
85536321	01/27/2017	CITY OF LINCOLN/NON UTILITY	01-5500		10,348.55
85536322	01/27/2017	CURRICULUM ASSOCIATES INC.	01-4300		419.21
85536323	01/27/2017	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		1,525.03
85536324	01/27/2017	DISCOVERY OFFICE SYSTEMS	01-5600		172.95
85536325	01/27/2017	DISNEY EDUCATIONAL PRODUCTIONS	01-4100		1,645.24
85536326	01/27/2017	FOLLETT LIBRARY RESOURCES	01-4100		143.07
85536327	01/27/2017	GRAINGER	01-4300		242.39
85536328	01/27/2017	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		1,507.17
85536329	01/27/2017	KATHRYN WYFFELS	01-5800		6,600.00
85536330	01/27/2017	LOZANO SMITH LLP	01-5810		994.52
85536331	01/27/2017	MEDICAB OF SACRAMENTO/SIERRA	01-5800		2,469.50
85536332	01/27/2017	MEDICAL BILLING TECHNOLOGIES	01-5800		299.10
85536333	01/27/2017	OFFICE DEPOT	25-4300		160.88
85536334	01/27/2017	PCOE - PLACER CO OFFICE OF ED	01-5800		1,027.47
85536335	01/27/2017	PJ'S MAIL & PARCEL SERVICE	21-4300		28.58
85536336	01/27/2017	SCHOOL STEPS, INC.	01-5800		15,143.75
85536337	01/27/2017	SCHOOL TECH SUPPLY	01-4300	4,791.38	
			01-4400	722.42	5,513.80
85536338	01/27/2017	SIERRA OFFICE SUPPLIES &	01-4300		141.06
85536339	01/27/2017	SIG EMPLOYEE BENEFITS TRUST	76-9554		693,975.40
85536340	01/27/2017	SIG SCHOOLS INSURANCE GROUP	01-3401		978.34
85536341	01/27/2017	TAG / AMS INC	01-5800		175.00
85536342	01/27/2017	THE FRUITGUYS	01-4300		176.00
85536343	01/27/2017	TOTAL EDUCATION SOLUTIONS	01-5800		261.25

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Checks Dated 01/27/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85536344	01/27/2017	UNIFIRST CORPORATION	01-5800		46.51
85536345	01/27/2017	WILCO SUPPLY	01-4300		100.06
85536346	01/27/2017	WORKABILITY REGION 4, INC. CENTER HIGH SCHOOL - S.PACHECO	01-5200		150.00
85536347	01/27/2017	ZOHO CORPORATION	01-5800		1,165.00
85536348	01/27/2017	CDW GOVERNMENT INC	13-4300		423.29
85536349	01/27/2017	CROWN DISTRIBUTING INC.	13-4380		2,649.45
85536350	01/27/2017	EBCO LOCKDOWNMAGNET	01-4300	34.86	
			Unpaid Tax	2.36-	32.50
85536351	01/27/2017	PRODUCERS DAIRY FOODS, INC.	13-4710		3,815.18
Total Number of Checks			84		1,097,354.52

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	73	379,683.48
13	Cafeteria Fund	3	6,887.92
21	Building Fund #1	3	12,778.58
25	Capital Facilities Fund	3	3,886.28
49	Mello Roos Capital Projects	1	275.00
76	Payroll Fund	1	693,975.40
Total Number of Checks		84	1,097,486.66
Less Unpaid Tax Liability			132.14-
Net (Check Amount)			1,097,354.52

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Checks Dated 01/20/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85534946	01/20/2017	Krystal G. Arnold	01-5200		30.24
85534947	01/20/2017	Carrie L. Carlson	01-5200		22.00
85534948	01/20/2017	Kory L. Fink	01-5800		29.98
85534949	01/20/2017	Amanda Y. Gee	01-5200		98.82
85534950	01/20/2017	Donna M. Goertz	01-5800		35.95
85534951	01/20/2017	Corie R. Volmer	01-5200		46.98
85534952	01/20/2017	BANK OF AMERICA #4333	01-4300	598.61	
			01-5200	347.46	946.07
85534953	01/20/2017	BUS WEST - FRESNO	01-4365		184.18
85534954	01/20/2017	CHRISTOPHER FREEMAN - DBA POWER PROTECTION PLUS	01-5600		440.00
85534955	01/20/2017	CLIMATE CONTROL INC	01-5600	3,903.09	
			35-6200	496.91	4,400.00
85534956	01/20/2017	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		2,409.70
85534957	01/20/2017	FORSTER HEATING	01-6400		10,635.00
85534958	01/20/2017	FRONTLINE TECHNOLOGIES GRP LLC DBA - FRONTLINE EDUCATION	01-5200		695.00
85534959	01/20/2017	GEARY PACIFIC SUPPLY	01-4300		259.88
85534960	01/20/2017	HILLYARD / SACRAMENTO	01-4300		1,075.00
85534961	01/20/2017	HORIZON	01-4300		193.30
85534962	01/20/2017	LISA A. PIPPIN	01-5800		6,000.00
85534963	01/20/2017	LOZANO SMITH LLP	01-5810	5,052.59	
			21-5810	185.50	
			25-5810	3,331.00	8,569.09
85534964	01/20/2017	MEDICAL BILLING TECHNOLOGIES	01-5800		520.60
85534965	01/20/2017	ODYSSEY LEARNING CENTER, INC.	01-5800		4,076.46
85534966	01/20/2017	PAUL LEE NUZMAN - DBA OMG DIVERSIFIED DOOR & LOCK	01-4300		763.89
85534967	01/20/2017	PCOE - PLACER CO OFFICE OF ED	01-7142		531.14
85534968	01/20/2017	PLACER COUNTY SELPA	01-5200		75.00
85534969	01/20/2017	PRECISION CONCRETE CUTTING	01-5600		3,116.25
85534970	01/20/2017	RAY MORGAN CO. / CHICO	01-5600		28.85
85534971	01/20/2017	RIEBES AUTO PARTS	01-4365		1,483.82
85534972	01/20/2017	SCHOOL NURSE SUPPLY INC.	01-4300		204.36
85534973	01/20/2017	Schools Insurance Group	01-5400		278,877.60
85534974	01/20/2017	SIERRA FOOTHILLS ACADEMY	01-5800		450.00
85534975	01/20/2017	STATE OF CALIFORNIA - DOJ	01-5821		49.00
85534976	01/20/2017	STINEMAN'S FARM SUPPLY	01-4300		10.71
85534977	01/20/2017	THE FRUITGUYS	01-4300		194.00
85534978	01/20/2017	TOTAL EDUCATION SOLUTIONS	01-5800		926.25
85534979	01/20/2017	UNIVERSAL SPECIALTIES, INC.	01-4300		225.56
85534980	01/20/2017	VALLEY TRUCK & TRACTOR	01-4300		283.85
85534981	01/20/2017	WESTERN PLACER WASTE	01-5540		244.69
85534982	01/20/2017	WINSOR LEARNING, INC.	01-4300	233.83	
			Unpaid Tax	14.93-	218.90

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Checks Dated 01/20/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85534983	01/20/2017	Shelly E. Adams	01-4300		147.95
85534984	01/20/2017	ALAN S BROOKS	25-6290		150.00
85534985	01/20/2017	ASCA AMERICAN SCHOOL COUNSELOR	01-5300		129.00
85534986	01/20/2017	ATHLETICS UNLIMITED	01-4300		131.56
85534987	01/20/2017	BIO RAD LAB	01-4300		1,065.08
85534988	01/20/2017	BLACKBURN CONSULTING	25-6280		932.00
85534989	01/20/2017	CDW GOVERNMENT INC	01-4300		1,028.39
85534990	01/20/2017	CURRICULUM ASSOCIATES INC.	01-4300		850.06
85534991	01/20/2017	DEMCO MEDIA	01-4300		36.74
85534992	01/20/2017	EFFIE YEAW NATURE CENTER	01-5800		1,335.04
85534993	01/20/2017	FLINT BUILDERS, INC.	21-6270		379,605.00
85534994	01/20/2017	FOLLETT LIBRARY RESOURCES	01-4200		111.14
85534995	01/20/2017	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		529.22
85534996	01/20/2017	GOLD COUNTRY FUNDRAISING	01-4300		787.42
85534997	01/20/2017	GRAINGER .	01-4400		774.44
85534998	01/20/2017	LINCOLN HIGH SCHOOL	01-5800		282.00
85534999	01/20/2017	MJB WELDING SUPPLY, INC.	01-4300		416.54
85535000	01/20/2017	NASCO MODESTO	01-4300		69.47
85535001	01/20/2017	OFFICE DEPOT	01-4300		245.90
85535002	01/20/2017	PROMOTE MARKETING CONCEPTS	01-4400		1,123.38
85535003	01/20/2017	RAY MORGAN CO. / CHICO	01-5600		133.56
85535004	01/20/2017	READ NATURALLY INC.	01-4300		690.00
85535005	01/20/2017	STAPLES BUSINESS ADVANTAGE	01-4300	4,582.13	
			01-4390	595.83	5,177.96
85535006	01/20/2017	WALKER'S OFFICE SUPPLIES	01-4300		86.48
85535007	01/20/2017	WALLACE-KUHL & ASSOCIATES	01-6290	2,024.50	
			21-5800	3,112.50	5,137.00
85535008	01/20/2017	WORLDS FINEST CHOCOLATE	01-4300		2,670.00
85535009	01/20/2017	CITY OF LINCOLN	01-5540	6,256.63	
			01-5550	4,057.99	
			01-5570	12,346.64	22,661.26
85535010	01/20/2017	CITY OF LINCOLN / PG&E REIMB	01-5510		1,994.39
85535011	01/20/2017	PACIFIC GAS & ELECTRIC CO	01-5510		56,417.95
85535012	01/20/2017	SPURR	01-5530		25,370.39
85535013	01/20/2017	WAVE BUSINESS WAVE BROADBAND-ROCKLIN	01-5560		26,099.55
85535014	01/20/2017	FOLLETT SCHOOL SOLUTIONS, INC.	01-5800		809.10
85535015	01/20/2017	MIZUNI, INC.	01-5800		17,100.00
85535016	01/20/2017	OFFICE PLAYGROUND INC	01-4300		89.91
85535017	01/20/2017	SIERRA FOOTHILLS ACADEMY	01-5800		44,792.00
85535018	01/20/2017	TRI MARK ECONOMY REST. SUPPLY	13-4380		8,676.17
85535019	01/20/2017	RUTH RODRIGUEZ	13-8634		54.00
85535020	01/20/2017	AIRGAS	01-4300		26.94
85535021	01/20/2017	BUS WEST - FRESNO	01-4365		268.56

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Checks Dated 01/20/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85535022	01/20/2017	C & S TELECOMMUNICATIONS INC	01-4300	136.90	
			01-5600	211.20	348.10
85535023	01/20/2017	CDW GOVERNMENT INC	01-4300	2,664.71	
			01-4400	2,609.18	5,273.89
85535024	01/20/2017	DIESEL EMISSIONS SERVICE	01-5600		373.42
85535025	01/20/2017	FAR WEST RENTS & READY MIX	01-5600		17.52
85535026	01/20/2017	GCR TIRES & SERVICE	01-4360		915.31
85535027	01/20/2017	GRAINGER	01-4300		293.62
85535028	01/20/2017	HD SUPPLY FACILITIES MAINTENANCE, LTD.	01-4300		1,592.04
85535029	01/20/2017	INDOOR ENVIRONMENTAL SERVICES	01-5800		5,270.25
85535030	01/20/2017	J & J SCREEN & GLASS	01-5600		3,186.25
85535031	01/20/2017	LOWE'S	01-4300		984.99
85535032	01/20/2017	NOR-CAL ROOFING INC	01-5600		4,923.00
85535033	01/20/2017	PAUL LEE NUZMAN - DBA OMG DIVERSIFIED DOOR & LOCK	01-4300		723.49
85535034	01/20/2017	PRECISION CONCRETE CUTTING	01-5600		1,533.75
85535035	01/20/2017	RAPID ROOTER	01-5800		750.00
85535036	01/20/2017	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		1,507.80
85535037	01/20/2017	ROY R. RADTKE - DBA APPROVED SAFE & LOCK	01-4300	95.70	
			01-5600	79.84	175.54
85535038	01/20/2017	SAC VAL JANITORIAL SALES	01-4300		349.74
85535039	01/20/2017	SACRAMENTO VALLEY GOLF CARTS	01-5600		183.85
85535040	01/20/2017	SCHOOL TECH SUPPLY	01-4300		3,823.03
85535041	01/20/2017	SIERRA OFFICE SUPPLIES &	01-4300		54.05
85535042	01/20/2017	SIMPLEXGRINNELL	01-4400	1,115.69	
			01-5600	9,912.00	11,027.69
85535043	01/20/2017	SUTTER MEDICAL FOUNDATION	01-5800		330.00
85535044	01/20/2017	UNIFIRST CORPORATION	01-5800		1,015.09
85535045	01/20/2017	UNIVERSAL SPECIALTIES, INC.	01-4300		182.12
Total Number of Checks			100		981,192.21

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	95	584,664.06
13	Cafeteria Fund	2	8,730.17
21	Building Fund #1	3	382,903.00
25	Capital Facilities Fund	3	4,413.00
35	Schools Facilities (Prop 1A)	1	496.91
Total Number of Checks		100	981,207.14
Less Unpaid Tax Liability			14.93-
Net (Check Amount)			981,192.21

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Checks Dated 01/13/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85533559	01/13/2017	Amber N. Hichborn	01-5200		73.87
85533560	01/13/2017	Audrey K. Kilpatrick	01-5300		150.00
85533561	01/13/2017	Timothy D. Murphy	01-4300		305.28
85533562	01/13/2017	Gina M. Robinson	01-4300		151.18
85533563	01/13/2017	AIRGAS	01-4300		26.07
85533564	01/13/2017	ASBURY ENVIRONMENTAL SERVICES	01-5800		1,200.00
85533565	01/13/2017	BUS WEST - FRESNO	01-4365		57.96
85533566	01/13/2017	C & S TELECOMMUNICATIONS INC	01-4300	72.51	
			01-5600	111.87	184.38
85533567	01/13/2017	CALIFORNIA HYDRONICS CORP.	01-4400		837.86
85533568	01/13/2017	CAPITOL CLUTCH AND BRAKE INC	01-4365		147.81
85533569	01/13/2017	CHRISTOPHER FREEMAN - DBA POWER PROTECTION PLUS	01-5600		1,440.00
85533570	01/13/2017	CLIMATE CONTROL INC	01-5600		550.00
85533571	01/13/2017	DAWSON OIL COMPANY	01-4345	2,866.43	
			01-4350	1,436.49	4,302.92
85533572	01/13/2017	DECKER EQUIPMENT	01-4300		18.39
85533573	01/13/2017	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		384.76
85533574	01/13/2017	FAR WEST RENTS & READY MIX	01-5600		150.00
85533575	01/13/2017	GCR TIRES & SERVICE	01-4360		1,982.68
85533576	01/13/2017	GOLD COUNTY TRACTORS, INC.	01-4300		860.00
85533577	01/13/2017	GRAINGER .	01-4300		963.05
85533578	01/13/2017	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		425.39
85533579	01/13/2017	HILLYARD / SACRAMENTO	01-4300		654.66
85533580	01/13/2017	HOLT OF CALIFORNIA	01-4365	1,335.09	
			01-5600	5,293.23	6,628.32
85533581	01/13/2017	HOME DEPOT CREDIT SERVICES	01-4300		632.71
85533582	01/13/2017	INTEGRATED FIRE SYSTEMS INC	01-4300	449.18	
			01-5600	9.40-	
			01-5800	1,525.22	1,965.00
85533583	01/13/2017	J & J SCREEN & GLASS	01-5600		268.75
85533584	01/13/2017	JABBERGYM INC.	01-5800		4,600.00
85533585	01/13/2017	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		168.00
85533586	01/13/2017	NANCY ALEXANDER-STORM	01-5800		1,890.70
85533587	01/13/2017	NOR-CAL ROOFING INC	01-5600		760.00
85533588	01/13/2017	OFFICE DEPOT	25-4300		589.01
85533589	01/13/2017	PC & MacExchange	01-4400		1,342.68
85533590	01/13/2017	PLACER COUNTY SELPA	01-5200		50.00
85533591	01/13/2017	PLACER LEARNING CENTER	01-5800		30,764.90
85533592	01/13/2017	PLATT ELECTRIC SUPPLY, INC.	01-4300		75.95
85533593	01/13/2017	POWER SCHOOL GROUP, LLC	01-5800		800.00
85533594	01/13/2017	PPG PAINTS ARCHITECTURAL FINISHES, INC.	01-4300		183.83

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Checks Dated 01/13/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85533595	01/13/2017	ROBERT SMITH / BIDWELL H2O DBA - BIDWELL WATER	01-4300		40.00
85533596	01/13/2017	ROY R. RADTKE - DBA APPROVED SAFE & LOCK	01-4300	102.14	
			01-5600	85.22	187.36
85533597	01/13/2017	RSD - REFRIGERATION SUPPLIES	01-4300		260.98
85533598	01/13/2017	SAC VAL JANITORIAL SALES	01-4300		1,846.51
85533599	01/13/2017	SIERRA FOOTHILLS ACADEMY	01-5800		27,547.68
85533600	01/13/2017	SIG SCHOOLS INSURANCE GROUP	01-3401		978.34
85533601	01/13/2017	SITEONE LANDSCAPE SUPPLY	01-4300		695.56
85533602	01/13/2017	SLAKEY BROTHERS	01-4300		337.24
85533603	01/13/2017	TAG / AMS INC	01-5800		97.00
85533604	01/13/2017	AIRGAS	01-4300		77.95
85533605	01/13/2017	AMERIGAS PROPANE LP	01-4300		347.10
85533606	01/13/2017	BALFOUR	01-4300		1,031.25
85533607	01/13/2017	BEST BUY FOR BUSINESS	01-4300	350.25	
			01-4400	794.84	1,145.09
85533608	01/13/2017	BURKETT'S OFFICE	01-4300		5,471.93
85533609	01/13/2017	CARRIE PEREIRA DBA - STARSTRUCK SHOWCASE	01-5800		3,700.00
85533610	01/13/2017	FLORA FRESH, INC.	01-4300		48.38
85533611	01/13/2017	GRAINGER .	01-4400		1,100.53
85533612	01/13/2017	GV PRO TABLES	01-4400	3,437.75	
			Unpaid Tax	213.75-	3,224.00
85533613	01/13/2017	LEGO EDUCATION	01-4100		8,570.01
85533614	01/13/2017	LOWE'S	01-4300		205.24
85533615	01/13/2017	MJB WELDING SUPPLY, INC.	01-4300		16.40
85533616	01/13/2017	PATON GROUP	01-6400		31,715.25
85533617	01/13/2017	RAY MORGAN CO. / CHICO	01-5600		77.98
85533618	01/13/2017	RIEBES AUTO PARTS	01-4300		50.68
85533619	01/13/2017	SAFEGWAY INC	01-4300		126.33
85533620	01/13/2017	SCHOOL FACILITY CONSULTANTS	25-5800		1,869.63
85533621	01/13/2017	SCHOOL SPECIALTY INC	01-4300		131.06
85533622	01/13/2017	SIERRA HAY & FEED	01-4300		88.14
85533623	01/13/2017	SIERRA OFFICE SUPPLIES &	01-4300		143.84
85533624	01/13/2017	Jina S. Martelle	01-5200		70.91
85533625	01/13/2017	TRI MARK ECONOMY REST. SUPPLY	01-4300	4,069.91	
			01-4400	11,115.00	15,184.91
85533626	01/13/2017	U.S. BANK NATIONAL ASSOCIATION U.S. BANCORP PURCHASING CARD	01-4300	593.75	
			01-5200	1,377.46-	
			01-5800	3,409.45	
			13-4300	178.43	
			13-5800	167.09	
			21-4300	31.90	
			21-6150	23.59	3,026.75
85533627	01/13/2017	Abigail C. Castillo	01-5200		126.90

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

ESCAPE ONLINE
Page 2 of 3

Checks Dated 01/13/2017					
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85533628	01/13/2017	CROWN DISTRIBUTING INC.	13-4380		2,377.38
85533629	01/13/2017	CULTURE SHOCK YOGURT	13-4710		128.40
85533630	01/13/2017	DANIELSEN COMPANY	13-4380	43.01	
			13-4710	5,275.31	5,318.32
85533631	01/13/2017	DISCOUNT SCHOOL SUPPLY	01-4300		407.48
85533632	01/13/2017	GOLD STAR FOODS, INC	13-4710		15,258.02
85533633	01/13/2017	MILLERS CITRUS GROVE	13-4710		650.00
85533634	01/13/2017	PRODUCERS DAIRY FOODS, INC.	13-4710		2,439.95
85533635	01/13/2017	PROPACIFIC FRESH	13-4380	50.02	
			13-4710	6,361.22	6,411.24
85533636	01/13/2017	STATE BOARD OF EQUALIZATION	01-4300		108.68
85533637	01/13/2017	SYSICO SACRAMENTO	13-4380	74.39	
			13-4710	4,216.81	4,291.20
85533638	01/13/2017	SATWINDER KAUR	13-8634		54.00
			Total Number of Checks	80	212,571.71

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	69	172,997.30
13	Cafeteria Fund	10	37,274.03
21	Building Fund #1	1	55.49
25	Capital Facilities Fund	2	2,458.64
Total Number of Checks		80	212,785.46
Less Unpaid Tax Liability			213.75-
Net (Check Amount)			212,571.71

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 TRUSTEE MEETING FACT SHEET**

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

DISTRICT GLOBAL GOALS

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

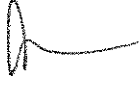
SUBJECT:

Report of Disclosure Requirements for Quarterly Reports of Investments

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 7th, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

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

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

RECOMMENDATION:

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



Office of
Jenine Windeshausen
Treasurer-Tax Collector
County of Placer

COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of June 30, 2016 (Restated)

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

Dear Depositors,

The Treasurer's Investment Pool implemented GASB 72, Fair Value Measurement and Application, for the year ended June 30, 2016. This GASB has the same effects as GASB 31 for reporting investments at fair value, however it further refines how fair value is calculated. Because this is the first year of implementation, the original Treasurer's Pooled Investment report released for June 30, 2016 did not reflect the fair value adjustment calculated as required by GASB 72.

Attached is the restated Treasurer's Pooled Investment report for June 30, 2016. The only change to this report is the adjusted Market Value (fair value) required by GASB 72. It is anticipated that the GASB 72 adjustment will be incorporated into the June 30, 2017 prior to its release in July of 2017.

If you have any questions please contact Diane Handy at 530-889-4143 or Kimberly Hawley at 530-889-4146.

Thank You



**Fiscal Year End 15/16
Portfolio Management
Portfolio Summary
June 30, 2016**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Coupons	50,000,000.00	50,619,900.00	49,879,602.59	4.08	1,564	977	1.150	1.166
mPower Placer - Long Term	15,797,761.38	16,271,420.39	15,846,559.66	1.29	7,383	7,002	4.016	4.072
Federal Agency Coupons	430,000,000.00	430,400,050.00	430,060,263.78	35.14	1,595	1,311	1.442	1.462
Medium Term Notes	270,000,000.00	273,983,900.00	271,670,973.68	22.20	1,341	758	1.422	1.441
Negotiable Certificates of Deposit	225,000,000.00	225,028,450.00	225,000,000.00	18.38	111	32	0.613	0.621
Collateralized CDs	9,000,000.00	9,000,000.00	9,000,000.00	0.74	367	302	0.467	0.473
Supranational	10,000,000.00	10,019,740.00	9,998,344.44	0.82	958	755	1.192	1.208
Commercial Paper Disc. -Amortizing	50,000,000.00	49,968,955.60	49,968,705.56	4.08	120	37	0.605	0.614
Local Agency Bond	1,215,114.35	1,212,204.51	1,215,114.35	0.10	1,826	1,010	1.878	1.904
Local Agency Bonds	82,572,496.61	86,907,630.52	82,572,496.61	6.75	7,583	7,127	3.435	3.483
Rolling Repurchase Agreements - 2	50,466,799.66	50,466,799.66	50,466,799.66	4.12	1	1	0.000	0.000
mPower Placer	25,121,892.60	25,063,350.70	25,121,892.60	2.05	7,996	7,338	4.000	4.056
mPower - Folsom	3,144,767.04	2,621,666.75	3,144,767.04	0.26	7,320	7,002	1.250	1.267
Investments	1,222,318,831.64	1,231,564,068.13	1,223,945,519.99	100.00%	1,743	1,426	1.391	1.410

Cash								
Passbook/Checking (not included in yield calculations)	60,701,609.92	60,701,609.92	60,701,609.92		1	1	0.000	0.000
Total Cash and Investments	1,283,020,441.56	1,292,265,678.05	1,284,647,129.91		1,743	1,426	1.391	1.410

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	1,495,226.51	16,173,116.17	16,173,116.17
Average Daily Balance	1,278,674,186.37	1,206,141,066.93	
Effective Rate of Return	1.42%	1.34%	


 KIMBERLY HAWLEY, CHIEF DEPUTY TREASURER

**Fiscal Year End 15/16
Portfolio Management
Portfolio Details - Investments
June 30, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM	Days to Maturity	Maturity Date
U.S. Treasury Coupons											
912828UZ1	12083	U.S. TREASURY N/B		05/06/2013	10,000,000.00	10,006,600.00	9,982,221.84	0.625	0.724	668	04/30/2018
912828UZ1	12084	U.S. TREASURY N/B		05/07/2013	10,000,000.00	10,006,600.00	9,980,490.65	0.625	0.710	668	04/30/2018
912828K82	15057	U.S. TREASURY N/B		12/03/2015	10,000,000.00	10,080,100.00	9,967,454.52	1.000	1.156	775	08/15/2018
912828TNO	15058	U.S. TREASURY N/B		12/03/2015	10,000,000.00	10,077,000.00	9,867,867.59	1.000	1.430	1,156	08/31/2019
912828A42	15059	U.S. TREASURY N/B		12/04/2015	10,000,000.00	10,449,600.00	10,081,567.99	2.000	1.806	1,613	11/30/2020
		Subtotal and Average	49,877,250.17		50,000,000.00	50,619,900.00	49,879,602.59		1.166	977	
mPower Placer - Long Term											
2015NR-A	2015NR-A	mPower Placer		06/16/2015	2,495,838.59	2,619,961.63	2,495,838.59	4.000	3.999	7,002	09/02/2035
2015R-B	2015R-B	mPower Placer		08/16/2015	750,000.00	888,353.75	798,798.30	6.000	5.435	7,002	09/02/2035
2015R-C	2015R-C	mPower Placer		08/16/2015	12,551,922.79	12,753,105.01	12,551,922.79	4.000	3.999	7,002	09/02/2035
		Subtotal and Average	15,846,662.22		15,797,761.38	16,271,420.39	15,846,559.68		4.072	7,002	
Federal Agency Coupons											
3133ECB45	12038	FEDERAL FARM CREDIT BANK		12/26/2012	10,000,000.00	10,000,100.00	9,997,027.78	0.900	0.921	543	12/26/2017
3133ECD11	12043	FEDERAL FARM CREDIT BANK		01/24/2013	10,000,000.00	10,000,300.00	9,995,879.87	0.940	0.961	570	01/22/2018
3133ECJX3	12059	FEDERAL FARM CREDIT BANK		03/26/2013	10,000,000.00	10,000,200.00	9,997,395.83	1.040	1.055	633	03/26/2018
3133ECL44	12072	FEDERAL FARM CREDIT BANK		04/11/2013	10,000,000.00	10,000,200.00	9,999,111.11	1.000	1.005	649	04/11/2018
3133EFEG8	15016	FEDERAL FARM CREDIT BANK		09/22/2015	10,000,000.00	10,020,000.00	10,000,000.00	1.860	1.860	1,544	09/22/2020
3133EFH59	15023	FEDERAL FARM CREDIT BANK		10/08/2015	10,000,000.00	10,000,300.00	10,000,000.00	1.700	1.700	1,560	10/08/2020
3133EFHM2	15025	FEDERAL FARM CREDIT BANK		10/14/2015	10,000,000.00	10,000,500.00	9,998,489.39	1.300	1.306	1,011	04/08/2019
3133EFPM3	15039	FEDERAL FARM CREDIT BANK		11/23/2015	10,000,000.00	10,031,900.00	10,000,000.00	1.875	1.875	1,606	11/23/2020
3133EFFR1	15056	FEDERAL FARM CREDIT BANK		12/02/2015	10,000,000.00	10,024,000.00	10,000,000.00	1.640	1.640	1,249	12/02/2019
3133EFRH2	15061	FEDERAL FARM CREDIT BANK		12/07/2015	10,000,000.00	10,019,100.00	9,994,897.76	1.340	1.362	882	11/30/2018
3133EFVZ2	15093	FEDERAL FARM CREDIT BANK		02/18/2016	10,000,000.00	10,000,300.00	10,000,000.00	1.570	1.570	1,417	05/18/2020
3133EFX36	15105	FEDERAL FARM CREDIT BANK		04/05/2016	10,000,000.00	10,038,400.00	10,000,000.00	1.680	1.680	1,739	04/05/2021
313380TD9	12013	FEDERAL HOME LOAN BANK		10/16/2012	10,000,000.00	10,000,000.00	10,000,000.00	1.000	1.000	472	10/16/2017
313382QF3	12069	FEDERAL HOME LOAN BANK		04/09/2013	10,000,000.00	10,000,100.00	9,999,113.89	1.010	1.015	647	04/09/2018
3130A6KK2	15024	FEDERAL HOME LOAN BANK		10/08/2015	10,000,000.00	10,000,600.00	10,005,923.38	1.700	1.685	1,468	07/08/2020
3130A6Z8	15090	FEDERAL HOME LOAN BANK		01/29/2016	10,000,000.00	10,009,700.00	10,012,750.79	1.600	1.557	1,123	07/29/2019
3130A72G9	15092	FEDERAL HOME LOAN BANK		02/12/2016	10,000,000.00	10,013,616.67	10,035,509.27	1.500	1.380	942	01/29/2019
3130A86G3	15119	FEDERAL HOME LOAN BANK		05/25/2016	10,000,000.00	10,013,200.00	10,000,000.00	1.600	1.600	1,608	11/25/2020
3130A8LS0	15130	FEDERAL HOME LOAN BANK		06/30/2016	10,000,000.00	10,000,000.00	10,000,000.00	1.500	1.500	1,825	06/30/2021
3134G7U33	15030	FED HOME LOAN MORT CORP		10/29/2015	10,000,000.00	10,010,700.00	10,000,000.00	1.500	1.839	1,581	10/29/2020
31334G74X6	15033	FED HOME LOAN MORT CORP		10/30/2015	10,000,000.00	10,002,000.00	9,987,685.74	1.300	1.341	1,120	07/26/2019

**Fiscal Year End 15/16
Portfolio Management
Portfolio Details - Investments
June 30, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date	
Federal Agency Coupons												
3134G74V0	15035	FED HOME LOAN MORT CORP		10/30/2015	10,000,000.00	10,003,800.00	10,000,000.00	1.250	1.250	1,029	04/26/2019	
3134G75E7	15040	FED HOME LOAN MORT CORP		11/23/2015	10,000,000.00	10,002,000.00	10,000,000.00	1.150	1.150	875	11/23/2018	
3134G83X5	15055	FED HOME LOAN MORT CORP		11/30/2015	10,000,000.00	10,009,100.00	9,994,774.63	1.350	1.372	878	11/26/2018	
3134G8K99	15095	FED HOME LOAN MORT CORP		02/25/2016	10,000,000.00	10,005,700.00	10,000,000.00	1.500	1.500	1,242	11/25/2019	
3134G8PS2	15099	FED HOME LOAN MORT CORP		03/30/2016	10,000,000.00	10,014,000.00	10,000,000.00	1.500	2.056	1,733	03/30/2021	
3134G9KW6	15121	FED HOME LOAN MORT CORP		05/08/2016	10,000,000.00	10,011,900.00	10,004,500.00	1.350	1.350	1,243	11/26/2019	
3134G9PN1	15131	FED HOME LOAN MORT CORP		09/30/2016	10,000,000.00	10,008,300.00	10,000,000.00	1.875	1.875	1,825	06/30/2021	
3134G9PN1	15132	FED HOME LOAN MORT CORP		06/30/2016	10,000,000.00	10,008,300.00	10,000,000.00	1.875	1.875	1,825	06/30/2021	
3134G9UM7	15133	FED HOME LOAN MORT CORP		06/30/2016	10,000,000.00	10,000,000.00	10,000,000.00	1.500	1.730	1,825	06/30/2021	
3134G9E52	15134	FED HOME LOAN MORT CORP		06/30/2016	10,000,000.00	9,998,100.00	10,000,000.00	1.330	1.330	1,643	12/30/2020	
3136G2QT7	15031	FEDERAL NATIONAL MORT. ASSOC.		10/29/2015	10,000,000.00	10,003,700.00	10,000,000.00	1.500	1.765	1,581	10/29/2020	
3135G0G31	15032	FEDERAL NATIONAL MORT. ASSOC.		10/29/2015	10,000,000.00	10,002,100.00	9,992,068.38	1.200	1.232	942	01/29/2019	
3136G2SD0	15034	FEDERAL NATIONAL MORT. ASSOC.		10/30/2015	10,000,000.00	10,002,000.00	10,000,000.00	1.400	1.400	1,215	10/29/2019	
3136G2YA9	15096	FEDERAL NATIONAL MORT. ASSOC.		02/26/2016	10,000,000.00	10,005,000.00	10,000,000.00	1.400	1.400	1,243	11/26/2019	
3136G3CT0	15097	FEDERAL NATIONAL MORT. ASSOC.		03/15/2016	10,000,000.00	10,008,700.00	10,000,000.00	1.400	1.896	1,718	03/15/2021	
3136G3MG7	15114	FEDERAL NATIONAL MORT. ASSOC.		05/20/2016	10,000,000.00	10,021,433.33	9,988,689.73	1.500	1.532	1,417	05/18/2020	
3136G3MP7	15118	FEDERAL NATIONAL MORT. ASSOC.		05/25/2016	10,000,000.00	10,004,900.00	10,000,000.00	1.000	1.000	1,789	05/25/2021	
3136G3QU2	15120	FEDERAL NATIONAL MORT. ASSOC.		05/25/2016	10,000,000.00	10,041,700.00	10,000,000.00	1.750	1.750	1,789	05/25/2021	
3136G3RK3	15124	FEDERAL NATIONAL MORT. ASSOC.		06/14/2016	10,000,000.00	10,040,400.00	10,000,000.00	1.800	1.613	1,809	06/14/2021	
3136G3RK3	15126	FEDERAL NATIONAL MORT. ASSOC.		06/29/2016	10,000,000.00	10,047,900.00	10,055,446.22	1.800	1.511	1,809	06/14/2021	
3136G3WK7	15128	FEDERAL NATIONAL MORT. ASSOC.		06/30/2016	10,000,000.00	9,987,900.00	10,000,000.00	1.220	1.220	1,368	03/30/2020	
3136G3WK7	15129	FEDERAL NATIONAL MORT. ASSOC.		06/30/2016	10,000,000.00	9,987,900.00	10,000,000.00	1.220	1.220	1,368	03/30/2020	
Subtotal and Average					430,000,000.00	430,400,050.00	430,060,263.78		1.462	1,311		
Medium Term Notes												
03783AG5	12085	Apple Inc.		05/07/2013	10,000,000.00	10,015,200.00	10,014,777.05	0.869	0.591	671	05/03/2018	
03783AQ3	14098	Apple Inc.		06/26/2015	10,000,000.00	10,291,100.00	10,073,224.82	2.100	1.832	1,039	05/06/2019	
0258MDG1	14078	AMERICAN EXPRESS CREDIT		04/27/2015	10,000,000.00	10,003,500.00	10,004,088.50	1.300	0.771	28	07/29/2016	
0258MDK2	15038	AMERICAN EXPRESS CREDIT		11/17/2015	10,000,000.00	10,208,600.00	10,011,632.88	2.125	2.080	990	03/18/2019	
08408HCJ6	14009	Bank of New York Mellon		11/10/2014	10,000,000.00	10,058,800.00	9,961,150.50	1.350	1.588	613	03/08/2018	
08408HCL1	15006	Bank of New York Mellon		07/13/2015	10,000,000.00	10,188,200.00	10,101,258.43	2.100	1.593	761	08/01/2018	
084664CH2	15106	BERKSHIRE HATHAWAY FINANCE		04/05/2016	10,000,000.00	10,092,900.00	10,068,832.68	1.324	1.083	987	03/15/2019	
36962G5W0	13016	General Electric Company		10/28/2013	10,000,000.00	10,099,800.00	10,078,760.92	2.300	1.317	300	04/27/2017	
36962G3H5	14019	General Electric Company		12/11/2014	10,000,000.00	10,568,500.00	10,494,035.21	5.625	1.430	441	09/15/2017	
459200HZ7	14048	IBM CORP		02/11/2015	10,000,000.00	10,043,000.00	9,976,465.12	1.125	1.276	585	02/06/2018	

**Fiscal Year End 15/16
Portfolio Management
Portfolio Details - Investments
June 30, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date	
Medium Term Notes												
459208HM6	15005	IBM CORP		07/13/2015	10,000,000.00	10,125,300.00	9,827,630.54	1.625	2.095	1,414	05/15/2020	
48126DW39	12089	JP MORGAN CHASE BANK		06/04/2013	10,000,000.00	9,996,200.00	10,000,000.00	1.180	1.029	703	06/04/2018	
594918AY0	14050	Microsoft Corp		02/23/2015	10,000,000.00	10,220,400.00	10,010,108.38	1.850	1.821	1,321	02/12/2020	
594918BF0	15041	Microsoft Corp		11/24/2015	10,000,000.00	10,090,800.00	9,960,220.40	1.300	1.343	855	11/03/2018	
89233P6S0	13073	Toyota Motor Credit Corp		06/26/2014	10,000,000.00	10,040,700.00	9,999,961.49	1.250	1.250	461	10/05/2017	
89236TC38	15014	Toyota Motor Credit Corp		09/01/2015	10,000,000.00	9,937,900.00	9,926,880.69	1.026	1.174	1,350	03/12/2020	
89236TCP8	15060	Toyota Motor Credit Corp		12/04/2015	10,000,000.00	10,095,100.00	10,021,593.61	1.550	1.441	742	07/13/2018	
90331HMH3	14025	US BANK NA CINCINNATI		12/29/2014	10,000,000.00	10,050,300.00	9,996,460.91	1.375	1.405	437	09/11/2017	
94974BFK1	12075	WELLS FARGO & CO.		04/23/2013	10,000,000.00	10,023,000.00	10,000,000.00	1.249	1.065	661	04/23/2018	
94986RTD3	13047	WELLS FARGO & CO.		03/06/2014	10,000,000.00	9,981,600.00	10,000,000.00	1.130	0.959	978	03/06/2019	
94974BFD7	13067	WELLS FARGO & CO.		04/28/2014	10,000,000.00	10,085,900.00	10,074,722.11	2.100	1.205	311	05/08/2017	
94974BFU9	14003	WELLS FARGO & CO.		09/19/2014	10,000,000.00	10,215,300.00	9,972,049.18	2.125	2.230	1,025	04/22/2019	
929903DT6	14013	WELLS FARGO & CO.		12/04/2014	10,000,000.00	10,430,200.00	10,428,861.58	5.750	1.180	349	06/15/2017	
94974BFG0	14037	WELLS FARGO & CO.		01/22/2015	10,000,000.00	10,056,000.00	10,021,032.12	1.500	1.360	564	01/16/2018	
94986RY1	15017	WELLS FARGO & CO.		09/25/2015	10,000,000.00	10,151,700.00	10,000,000.00	2.000	2.431	1,547	09/25/2020	
92976GAH4	14002	WELLS FARGO BANK		07/23/2014	10,000,000.00	10,640,300.00	10,596,486.42	6.000	1.525	502	11/15/2017	
931142DJ9	13029	WAL-MART STORES		12/16/2013	10,000,000.00	10,272,600.00	10,020,638.13	1.950	1.861	897	12/15/2018	
		Subtotal and Average	276,406,600.58		270,000,000.00	273,983,900.00	271,670,973.68		1.441	758		
Negotiable Certificates of Deposit												
13606ALM8	15074	CANADIAN IMP BK COMM NY		12/17/2015	50,000,000.00	50,009,500.00	50,000,000.00	0.840	0.852	13	07/14/2016	
13606AD70	15125	CANADIAN IMP BK COMM NY		06/24/2016	30,000,000.00	30,000,000.00	30,000,000.00	0.380	0.385	24	07/25/2016	
34959TEJ1	15111	BNP PARIBAS FORTIS SAVNY		04/11/2016	20,000,000.00	20,009,200.00	20,000,000.00	0.780	0.791	69	09/08/2016	
60689DXP3	15122	Mizuho Bank LTD		06/09/2016	25,000,000.00	25,001,000.00	25,000,000.00	0.610	0.618	70	09/09/2016	
63873FF60	15123	NATEXIS BANQ POPULAIR NY		08/10/2016	10,000,000.00	10,000,300.00	10,000,000.00	0.450	0.456	39	08/09/2016	
21684BL36	15094	RaboBank Nederland		02/25/2016	40,000,000.00	40,008,800.00	40,000,000.00	0.710	0.720	24	07/25/2016	
86958D6E7	15127	Svenska Handelsbanken NY		06/29/2016	50,000,000.00	49,999,650.00	50,000,000.00	0.415	0.421	28	07/29/2016	
		Subtotal and Average	176,333,333.33		225,000,000.00	225,028,450.00	225,000,000.00		0.621	32		
Collateralized CDs												
SYS15116	15116	Community 1st Bank		05/20/2016	3,000,000.00	3,000,000.00	3,000,000.00	0.400	0.406	325	05/22/2017	
SYS15112	15112	RIVER CITY BANK		04/15/2016	6,000,000.00	6,000,000.00	6,000,000.00	0.500	0.507	290	04/17/2017	
		Subtotal and Average	9,000,000.00		9,000,000.00	9,000,000.00	9,000,000.00		0.473	302		

**Fiscal Year End 15/16
Portfolio Management
Portfolio Details - Investments
June 30, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Supranational											
45905UUL6	15065	INTL BANK RECON & DEVELOP	9,998,312.22	12/11/2015	10,000,000.00	10,019,740.00	9,998,344.44	1.200	1.208	755	07/25/2018
		Subtotal and Average	9,998,312.22		10,000,000.00	10,019,740.00	9,998,344.44		1.208	755	
Commercial Paper Disc. - Amortizing											
89233GH58	15107	Toyota Motor Credit Corp		04/06/2016	20,000,000.00	19,987,555.60	19,987,555.56	0.640	0.650	35	08/05/2016
89233GH90	15110	Toyota Motor Credit Corp		04/11/2016	30,000,000.00	29,981,400.00	29,981,150.00	0.580	0.589	39	08/09/2016
		Subtotal and Average	52,623,193.89		50,000,000.00	49,968,955.60	49,968,705.56		0.614	37	
Local Agency Bond											
SYS13019B	13019B	Ackerman School District		10/31/2013	195,429.86	200,163.17	195,429.86	2.300	2.299	852	10/31/2018
SYS13072	13072	Mid Placer Public School Trans		08/13/2014	142,635.69	146,133.69	142,635.69	2.300	2.300	1,077	06/13/2019
SYS13069	13069	City of Rocklin Successor Agcy		05/01/2014	877,048.80	865,907.65	877,048.80	1.750	1.752	1,034	05/01/2019
		Subtotal and Average	1,224,248.61		1,215,114.35	1,212,204.51	1,215,114.35		1.904	1,010	
Local Agency Bonds											
SYS15022	15022	MIDDLE FORK JPA		04/01/2015	81,572,496.61	85,903,038.52	81,572,496.61	3.471	3.519	7,214	04/01/2036
15010	15010	mPower Placer		07/22/2015	1,000,000.00	1,004,592.00	1,000,000.00	0.500	0.507	21	07/22/2016
		Subtotal and Average	82,572,496.61		82,572,496.61	86,907,630.52	82,572,496.61		3.483	7,127	
Rolling Repurchase Agreements - 2											
SYS000SWEEP	SWEEP	WFB REPURCHASE-SWEEP	42,754,892.50	03/01/2012	50,466,799.66	50,466,799.66	50,466,799.66		0.000	1	
		Subtotal and Average	42,754,892.50		50,466,799.66	50,466,799.66	50,466,799.66		0.000	1	
mPower Placer											
1415-2	1415-2	mPower Placer		08/04/2015	2,075,077.09	2,108,406.98	2,075,077.09	4.000	4.056	7,002	09/02/2035
2015NR-B	2015NR-B	mPower Placer		09/17/2015	3,013,977.07	2,638,019.60	3,013,977.07	4.000	4.056	7,368	09/02/2036
2015R-D	2015R-D	mPower Placer		07/02/2015	20,032,838.44	20,316,924.12	20,032,838.44	4.000	4.056	7,368	08/02/2036
		Subtotal and Average	23,657,966.57		25,121,892.60	25,063,350.70	25,121,892.60		4.056	7,338	
mPower - Folsom											
MFA-2 NR	IA2-NR	mPower Folsom		08/06/2015	1,704,575.51	1,334,866.72	1,704,575.51	1.250	1.267	7,002	09/02/2035
MFA-3	MFA-3	mPower Folsom		09/01/2015	1,066,335.03	945,406.24	1,066,335.03	1.250	1.267	7,002	09/02/2035
MFR-1	MFR-1	mPower Folsom		09/01/2015	373,856.50	341,393.79	373,856.50	1.250	1.267	7,002	09/02/2035
		Subtotal and Average	3,027,225.39		3,144,767.04	2,621,666.75	3,144,767.04		1.267	7,002	

Fiscal Year End 15/16
 Portfolio Management
 Portfolio Details - Investments
 June 30, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM	Days to 365 Maturity
		Total and Average	1,278,674,186.37		1,222,318,831.64	1,231,564,068.13	1,223,945,519.99		1.410	1,426

Fiscal Year End 15/16
 Portfolio Management
 Portfolio Details - Cash
 June 30, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity
Cash at Bank										
SYS00000	00000	PLACER COUNTY CASH			53,822,067.62	53,822,067.62	53,822,067.62		0.000	1
Undeposited Receipts										
SYS00000VAULT	00000VAULT	PLACER COUNTY CASH			6,879,542.30	6,879,542.30	6,879,542.30		0.000	1
		Average Balance	0.00							1
		Total Cash and Investments	1,278,674,166.37		1,283,020,441.56	1,282,265,678.05	1,284,647,129.91		1.410	1,426

Office of
Jenine Windeshausen
Treasurer-Tax Collector
County of Placer



COUNTY OF PLACER
TREASURER'S POOLED INVESTMENT REPORT

For the Month of October 31, 2016

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

PREFACE

Placer County Treasurer's Pooled Investment Report

October 31, 2016

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

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

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

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

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

Government Code 53646 Compliance Report

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

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

The Weighted Average Maturity of the investments with the Treasury is 1,794 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by \$83,596,914.69 in cash and investments maturing in the next 180 days.




**General Fund
Portfolio Management
Portfolio Summary
October 31, 2016**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Coupons	50,000,000.00	50,283,500.00	49,899,472.74	4.91	1,564	854	1.150	1.166
mPower Placer - Long Term	35,598,455.21	35,645,765.64	35,645,765.64	3.51	7,334	7,107	3.876	4.031
Federal Agency Coupons	480,000,000.00	478,061,733.33	479,988,826.35	47.22	1,673	1,445	1.454	1.474
Medium Term Notes	260,000,000.00	262,417,500.00	261,164,415.55	25.89	1,376	684	1.470	1.490
Negotiable Certificates of Deposit	30,000,000.00	30,003,000.00	30,000,000.00	2.95	90	83	0.880	0.892
Collateralized CDs	12,000,000.00	12,000,000.00	12,000,000.00	1.18	367	208	0.463	0.469
Supranational	10,000,000.00	10,045,450.00	9,998,611.11	0.98	958	632	1.192	1.208
Local Agency Bond	1,215,114.35	1,215,114.35	1,215,114.35	0.12	1,826	887	1.878	1.904
Local Agency Bonds	80,142,822.86	80,142,822.86	80,142,822.86	7.88	7,671	7,091	3.471	3.519
Rolling Repurchase Agreements - 2	45,401,555.48	45,401,555.48	45,401,555.48	4.47	1	1	0.000	0.000
mPower Placer	7,871,640.00	7,871,640.00	7,871,640.00	0.77	7,639	7,424	3.255	3.300
mPower - Folsom	3,173,294.60	3,173,294.60	3,173,294.60	0.31	7,322	6,896	1.250	1.267
Investments	1,015,402,882.50	1,016,261,376.26	1,016,501,518.68	100.00%	2,183	1,794	1.608	1.630

Cash								
Passbook/Checking (not included in yield calculations)	53,596,914.69	53,596,914.69	53,596,914.69		1	1	0.000	0.000
Total Cash and Investments	1,068,999,797.19	1,069,858,290.95	1,070,098,433.37		2,183	1,794	1.608	1.630

Total Earnings	October 31 Month Ending	Fiscal Year To Date
Current Year	1,300,130.84	5,271,357.69
Average Daily Balance	1,057,794,817.81	1,117,626,338.11
Effective Rate of Return	1.45%	1.40%


 KIMBERLY HAWLEY, CHIEF DEPUTY TREASURER

**General Fund
Portfolio Management
Portfolio Details - Investments
October 31, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
U.S. Treasury Coupons											
912828U1	12083	U.S. TREASURY N/B	49,897,049.57	05/06/2013	10,000,000.00	9,973,400.00	9,985,495.36	0.625	0.724	545	04/30/2018
912828U1	12084	U.S. TREASURY N/B		05/07/2013	10,000,000.00	9,973,400.00	9,984,082.94	0.625	0.710	545	04/30/2018
912828K82	15057	U.S. TREASURY N/B		12/03/2015	10,000,000.00	10,025,400.00	9,972,619.80	1.000	1.156	652	08/15/2018
912828T0	15058	U.S. TREASURY N/B		12/03/2015	10,000,000.00	10,004,700.00	9,881,926.66	1.000	1.430	1,033	08/31/2019
912828A42	15059	U.S. TREASURY N/B		12/04/2015	10,000,000.00	10,366,600.00	10,075,347.98	2.000	1.806	1,490	11/30/2020
		Subtotal and Average	49,897,049.57		50,000,000.00	50,283,500.00	49,899,472.74		1.166	854	
mPower Placer - Long Term											
2015NR-A	2015NR-A	mPower Placer		06/16/2015	2,422,028.41	2,422,028.41	2,422,028.41	4.000	3.999	6,679	09/02/2035
2015NR-BLT	2015NR-BLT	mPower Placer		09/02/2016	3,013,977.07	3,013,977.07	3,013,977.07	4.000	4.000	7,245	09/02/2036
2015R-B	2015R-B	mPower Placer		06/16/2015	740,000.00	787,310.43	787,310.43	6.000	5.435	8,879	09/02/2035
2015R-C	2015R-C	mPower Placer		06/16/2015	10,267,991.41	10,267,991.41	10,267,991.41	4.000	3.999	6,879	08/02/2035
2015R-DLT	2015R-DLT	mPower Placer		09/02/2016	19,154,458.32	19,154,458.32	19,154,458.32	4.000	4.000	7,245	09/02/2036
		Subtotal and Average	35,645,863.54		35,598,465.21	35,645,765.64			4.031	7,107	
Federal Agency Coupons											
3133EC845	12038	FEDERAL FARM CREDIT BANK		12/26/2012	10,000,000.00	9,991,300.00	9,997,694.44	0.900	0.921	420	12/26/2017
3133ECDE1	12043	FEDERAL FARM CREDIT BANK		01/24/2013	10,000,000.00	9,997,600.00	9,997,547.27	0.940	0.961	447	01/22/2018
3133ECJX3	12059	FEDERAL FARM CREDIT BANK		03/26/2013	10,000,000.00	9,985,500.00	9,997,895.93	1.040	1.055	510	03/26/2018
3133EGL44	12072	FEDERAL FARM CREDIT BANK		04/11/2013	10,000,000.00	9,991,700.00	9,999,277.78	1.000	1.005	526	04/11/2018
3133EFPM3	15039	FEDERAL FARM CREDIT BANK		11/23/2015	10,000,000.00	10,003,700.00	10,000,000.00	1.875	1.875	1,483	11/23/2020
3133EFRM1	15056	FEDERAL FARM CREDIT BANK		12/02/2015	10,000,000.00	10,000,900.00	10,000,000.00	1.640	1.640	1,126	12/02/2019
3133EFRH2	15061	FEDERAL FARM CREDIT BANK		12/07/2015	10,000,000.00	10,000,300.00	9,995,602.33	1.340	1.362	759	11/30/2018
3133EFX38	15105	FEDERAL FARM CREDIT BANK		04/05/2016	10,000,000.00	9,956,500.00	10,000,000.00	1.690	1.680	1,616	04/05/2021
3133EGKA2	16001	FEDERAL FARM CREDIT BANK		07/06/2016	10,000,000.00	9,833,400.00	10,000,000.00	1.500	1.500	1,708	07/06/2021
3133EGLH6	16002	FEDERAL FARM CREDIT BANK		07/12/2016	10,000,000.00	9,921,400.00	10,000,000.00	1.420	1.420	1,533	01/12/2021
3133EGLU7	16004	FEDERAL FARM CREDIT BANK		07/14/2016	10,000,000.00	9,968,500.00	10,000,000.00	1.480	1.480	1,716	07/14/2021
3133EGXU4	16030	FEDERAL FARM CREDIT BANK		10/06/2016	10,000,000.00	9,938,300.00	10,000,000.00	1.370	1.370	1,435	10/06/2020
3133EGZP3	16031	FEDERAL FARM CREDIT BANK		10/25/2016	10,000,000.00	9,994,800.00	9,995,016.67	1.580	1.590	1,819	10/25/2021
3133EGZP3	16032	FEDERAL FARM CREDIT BANK		10/25/2016	10,000,000.00	9,994,800.00	9,995,016.67	1.580	1.590	1,819	10/25/2021
3130A86G3	15119	FEDERAL HOME LOAN BANK		05/25/2016	10,000,000.00	10,000,600.00	10,000,000.00	1.600	1.600	1,485	11/25/2020
3130A8LS0	15130	FEDERAL HOME LOAN BANK		06/30/2016	10,000,000.00	9,889,400.00	10,000,000.00	1.500	1.500	1,702	06/30/2021
3130A8MP5	16003	FEDERAL HOME LOAN BANK		07/13/2016	10,000,000.00	9,921,900.00	10,000,000.00	1.375	1.375	1,442	10/13/2020
3130A8PP0	16005	FEDERAL HOME LOAN BANK		07/19/2016	10,000,000.00	9,924,600.00	10,000,000.00	1.400	1.400	1,540	01/19/2021
3130A9LS6	16026	FEDERAL HOME LOAN BANK		09/28/2016	10,000,000.00	9,998,500.00	10,000,000.00	1.375	1.375	1,427	09/28/2020
3130A9LT6	16027	FEDERAL HOME LOAN BANK		09/28/2016	10,000,000.00	9,893,200.00	10,000,000.00	1.550	1.550	1,752	09/28/2021

Portfolio PLCR
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**General Fund
Portfolio Management
Portfolio Details - Investments
October 31, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Federal Agency Coupons											
3130A9NG2	16029	FEDERAL HOME LOAN BANK		10/06/2016	10,000,000.00	9,948,300.00	9,988,166.67	1.540	1.565	1,800	10/06/2021
3134G9KW6	15121	FED HOME LOAN MORT CORP		06/08/2016	10,000,000.00	9,992,800.00	10,004,500.00	1.350	1.350	1,120	11/26/2019
3134G9UM7	15133	FED HOME LOAN MORT CORP		06/30/2016	10,000,000.00	9,959,100.00	10,000,000.00	1.500	1.790	1,702	06/30/2021
3134G9E52	15134	FED HOME LOAN MORT CORP		06/30/2016	10,000,000.00	9,890,200.00	10,000,000.00	1.330	1.330	1,520	12/30/2020
3134G9K22	16007	FED HOME LOAN MORT CORP		07/27/2016	10,000,000.00	9,961,700.00	10,000,000.00	1.000	1.730	1,729	07/27/2021
3134G9AEG5	16021	FED HOME LOAN MORT CORP		08/24/2016	10,000,000.00	9,989,400.00	10,000,000.00	1.250	1.737	1,757	08/24/2021
3134G9908	16022	FED HOME LOAN MORT CORP		08/25/2016	10,000,000.00	9,913,600.00	10,000,000.00	1.680	1.680	1,758	08/25/2021
3134G95L7	16023	FED HOME LOAN MORT CORP		08/25/2016	10,000,000.00	9,917,100.00	10,000,000.00	1.600	1.600	1,758	08/25/2021
3134G9ABL7	16024	FED HOME LOAN MORT CORP		08/30/2016	10,000,000.00	9,933,400.00	10,000,000.00	1.500	1.500	1,396	08/29/2020
3134G9ACC2	16025	FED HOME LOAN MORT CORP		09/13/2016	10,000,000.00	9,960,400.00	10,000,000.00	1.250	1.785	1,777	09/13/2021
3134G9AQV9	16035	FED HOME LOAN MORT CORP		10/27/2016	10,000,000.00	9,970,500.00	10,000,000.00	1.400	1.657	1,821	10/27/2021
3135G0G531	16032	FEDERAL NATIONAL MORT. ASSOC.		10/29/2015	10,000,000.00	9,976,700.00	9,993,094.02	1.200	1.232	819	01/29/2019
3135G2SD0	15034	FEDERAL NATIONAL MORT. ASSOC.		10/30/2015	10,000,000.00	10,000,700.00	10,000,000.00	1.400	1.400	1,092	10/29/2019
3135G2YA9	15066	FEDERAL NATIONAL MORT. ASSOC.		02/26/2016	10,000,000.00	10,000,900.00	10,000,000.00	1.400	1.400	1,120	11/24/2019
3135G3CT0	15097	FEDERAL NATIONAL MORT. ASSOC.		03/15/2016	10,000,000.00	10,002,300.00	10,000,000.00	1.400	1.896	1,595	03/15/2021
3135G3MG7	15114	FEDERAL NATIONAL MORT. ASSOC.		05/20/2016	10,000,000.00	10,001,333.33	9,989,732.84	1.500	1.532	1,294	05/18/2020
3135G3MP7	15118	FEDERAL NATIONAL MORT. ASSOC.		04/25/2016	10,000,000.00	9,991,800.00	10,000,000.00	1.000	1.000	1,666	05/25/2021
3135G3QU2	15120	FEDERAL NATIONAL MORT. ASSOC.		03/25/2016	10,000,000.00	10,005,600.00	10,000,000.00	1.760	1.750	1,666	05/25/2021
3135G3RK3	15124	FEDERAL NATIONAL MORT. ASSOC.		08/14/2016	10,000,000.00	10,007,900.00	10,000,000.00	1.800	1.613	1,686	06/14/2021
3135G3RK3	15126	FEDERAL NATIONAL MORT. ASSOC.		06/29/2016	10,000,000.00	10,015,400.00	10,052,219.33	1.800	1.511	1,686	06/14/2021
3135G3WK7	15128	FEDERAL NATIONAL MORT. ASSOC.		06/30/2016	10,000,000.00	9,927,400.00	10,000,000.00	1.220	1.220	1,245	03/30/2020
3135G3WK7	15129	FEDERAL NATIONAL MORT. ASSOC.		06/30/2016	10,000,000.00	9,927,400.00	10,000,000.00	1.220	1.220	1,245	03/30/2020
3135G3XZ3	16008	FEDERAL NATIONAL MORT. ASSOC.		07/20/2016	10,000,000.00	9,878,600.00	10,000,000.00	1.500	1.500	1,730	07/28/2021
3135G3XY6	16009	FEDERAL NATIONAL MORT. ASSOC.		07/28/2016	10,000,000.00	9,944,400.00	10,000,000.00	1.000	1.782	1,730	07/28/2021
3135G0N58	16016	FEDERAL NATIONAL MORT. ASSOC.		08/16/2016	10,000,000.00	9,982,400.00	9,995,347.22	1.200	1.217	1,018	08/16/2019
3135G4CV3	16028	FEDERAL NATIONAL MORT. ASSOC.		09/30/2016	10,000,000.00	9,905,500.00	9,987,715.28	1.400	1.426	1,794	09/30/2021
3135G4DF7	16034	FEDERAL NATIONAL MORT. ASSOC.		10/26/2016	10,000,000.00	9,951,800.00	10,000,000.00	1.500	1.500	1,728	07/26/2021
3135G4EV1	16036	FEDERAL NATIONAL MORT. ASSOC.		10/28/2016	10,000,000.00	9,980,200.00	10,000,000.00	1.625	1.625	1,822	10/28/2021
Subtotal and Average					480,000,000.00	478,081,733.33	479,888,826.35		1.474	1.445	
Medium Term Notes											
03783AG5	12085	Apple Inc.		05/07/2013	10,000,000.00	10,022,800.00	10,012,098.43	1.009	0.641	548	05/03/2018
03783AO3	14098	Apple Inc.		06/26/2015	10,000,000.00	10,194,600.00	10,064,852.16	2.100	1.832	916	05/06/2019
0258MDK2	15038	AMERICAN EXPRESS CREDIT		11/17/2015	10,000,000.00	10,126,900.00	10,010,204.06	2.125	2.060	667	03/18/2019
06406HCJ6	14009	Bank of New York Mellon		11/10/2014	10,000,000.00	10,013,000.00	9,960,856.19	1.350	1.588	480	03/05/2018
06406HCL1	15006	Bank of New York Mellon		07/13/2015	10,000,000.00	10,130,400.00	10,084,382.02	2.100	1.593	638	08/01/2018

Portfolio PLCR
NLI AC
PM (PRF_PWC) 7.3.0

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**General Fund
Portfolio Management
Portfolio Details - Investments
October 31, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date	
Medium Term Notes												
084664CH2	15106	BERKSHIRE HATHAWAY FINANCE		04/05/2016	10,000,000.00	10,127,100.00	10,060,254.75	1.540	1.270	864	03/15/2019	
36952G5W0	13016	General Electric Company		10/28/2013	10,000,000.00	10,065,000.00	10,046,830.82	2.300	1.317	177	04/27/2017	
36952G3H5	14019	General Electric Company		12/11/2014	10,000,000.00	10,388,400.00	10,357,435.61	5.625	1.430	318	09/15/2017	
459200HZ7	14048	IBM CORP		02/11/2015	10,000,000.00	9,999,100.00	9,981,376.74	1.125	1.276	462	02/09/2018	
459200HM6	15005	IBM CORP		07/13/2015	10,000,000.00	10,019,800.00	9,842,466.66	1.625	2.095	1,291	05/15/2020	
48126DW39	12089	JP MORGAN CHASE BANK		06/04/2013	10,000,000.00	9,996,800.00	10,000,000.00	1.335	1.083	560	06/04/2018	
594918AY0	14050	Microsoft Corp		02/23/2015	10,000,000.00	10,114,800.00	10,009,176.02	1.850	1.821	1,198	02/12/2020	
594918BF0	15041	Microsoft Corp		11/24/2015	10,000,000.00	10,037,700.00	9,991,614.16	1.300	1.343	732	11/03/2018	
89233P6S0	13073	Toyota Motor Credit Corp		06/26/2014	10,000,000.00	10,032,600.00	9,999,971.67	1.250	1.250	338	10/05/2017	
89238TCG8	15014	Toyota Motor Credit Corp		09/01/2015	10,000,000.00	9,978,300.00	9,933,472.96	1.215	1.315	1,227	03/12/2020	
89236TCP8	15060	Toyota Motor Credit Corp		12/04/2015	10,000,000.00	10,044,600.00	10,016,953.67	1.550	1.441	619	07/13/2018	
90331HHH3	14025	US BANK NA CINCINNATI		12/29/2014	10,000,000.00	10,015,200.00	9,997,448.56	1.375	1.405	314	09/11/2017	
949748FK1	12075	WELLS FARGO & CO.		04/23/2013	10,000,000.00	10,032,300.00	10,000,000.00	1.512	1.151	538	04/23/2018	
94968RTD3	13047	WELLS FARGO & CO.		03/06/2014	10,000,000.00	9,943,100.00	10,000,000.00	1.285	1.037	855	03/09/2019	
949748FD7	13067	WELLS FARGO & CO.		04/28/2014	10,000,000.00	10,046,700.00	10,045,514.77	2.100	1.205	188	05/09/2017	
949748FU9	14003	WELLS FARGO & CO.		09/19/2014	10,000,000.00	10,111,400.00	9,975,366.79	2.125	2.239	902	04/22/2019	
929903DT6	14013	WELLS FARGO & CO.		12/04/2014	10,000,000.00	10,269,300.00	10,279,323.82	5.750	1.180	226	06/15/2017	
949748FG0	14037	WELLS FARGO & CO.		01/22/2015	10,000,000.00	9,998,700.00	10,018,484.64	1.500	1.360	441	01/16/2018	
94966YY1	15017	WELLS FARGO & CO.		09/25/2015	10,000,000.00	10,072,200.00	10,000,000.00	2.000	2.431	1,424	09/29/2020	
92976GAH4	14002	WELLS FARGO BANK		07/23/2014	10,000,000.00	10,464,700.00	10,451,592.45	6.000	1.525	379	11/15/2017	
931142DJ9	13029	WAL-MART STORES		12/16/2013	10,000,000.00	10,172,400.00	10,017,836.58	1.950	1.861	774	12/15/2018	
		Subtotal and Average	281,223,215.10		280,000,000.00	282,417,500.00	261,164,415.55		1.490	664		
Negotiable Certificates of Deposit												
65602UFW3	16033	NORINCHUKIN BANK NY		10/25/2016	30,000,000.00	30,003,000.00	30,000,000.00	0.850	0.892	83	01/23/2017	
		Subtotal and Average	6,774,193.55		30,000,000.00	30,003,000.00	30,000,000.00		0.892	83		
Collateralized CDs												
SYS15116	15116	Community 1st Bank		05/20/2016	3,000,000.00	3,000,000.00	3,000,000.00	0.400	0.406	292	05/22/2017	
SYS14020	16020	Five Star Bank		08/23/2016	3,000,000.00	3,000,000.00	3,000,000.00	0.450	0.456	295	08/23/2017	
SYS15112	15112	RIVER CITY BANK		04/15/2016	6,000,000.00	6,000,000.00	6,000,000.00	0.500	0.507	167	04/17/2017	
		Subtotal and Average	12,000,000.00		12,000,000.00	12,000,000.00	12,000,000.00		0.469	208		
Supranational												
45905UUL6	15055	INTL BANK RECON & DEVELOP		12/11/2015	10,000,000.00	10,045,450.00	9,998,611.11	1.200	1.208	632	07/26/2018	

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Portfolio PLCR
NLI AC
PK(PRF_PMT) 7.3.0

**General Fund
Portfolio Management
Portfolio Details - Investments
October 31, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365 Maturity	Days to Maturity	Maturity Date
Commercial Paper Disc. - Amortizing			9,998,579.93		10,000,000.00	10,045,450.00	9,998,611.11		1.208	632	
Subtotal and Average											
Subtotal and Average			15,482,427.98								
Local Agency Bond											
SYS13019B	13019B	Ackerman School District		10/31/2013	195,429.86	195,429.86	195,429.86	2.300	2.299	729	10/31/2018
SYS13072	13072	Mid Placer Public School Trans		06/13/2014	142,635.69	142,635.69	142,635.69	2.300	2.300	954	06/13/2019
SYS13069	13069	City of Rocklin Successor Agcy		05/01/2014	877,048.80	877,048.80	877,048.80	1.750	1.752	911	05/01/2019
Subtotal and Average			1,215,114.35		1,215,114.35				1.904	887	
Local Agency Bonds											
SYS15022	15022	MIDDLE FORK JPA		04/01/2015	80,142,822.86	80,142,822.86	80,142,822.86	3.471	3.519	7,091	04/01/2036
Subtotal and Average			80,142,822.86		80,142,822.86				3.519	7,091	
Rolling Repurchase Agreements - 2											
SYS000SWEEP	SWEEP	WFB REPURCHASE-SWEEP		03/01/2012	45,401,555.48	45,401,555.48	45,401,555.48		0.000	1	
Subtotal and Average			85,031,297.19		45,401,555.48				0.000	1	
mPower Placer											
1415-2	1415-2	mPower Placer		06/04/2015	2,007,721.07	2,007,721.07	2,007,721.07	4.000	4.056	6,879	09/02/2036
2016NR-A	2016NR-A	mPower Placer		08/04/2016	1,072,438.40	1,072,438.40	1,072,438.40	3.000	3.042	7,610	09/02/2037
2016R-A	2016R-A	mPower Placer		07/07/2016	4,791,480.53	4,791,480.53	4,791,480.53	3.000	3.042	7,610	09/02/2037
Subtotal and Average			7,286,351.38		7,871,640.00				3.300	7,424	
mPower - Folsom											
2016-MF-4	2016-MF4	mPower Folsom		07/14/2016	149,794.88	149,794.88	149,794.88	1.250	1.267	7,245	09/02/2036
MFIA-2 NR	IA2-NR	mPower Folsom		08/06/2015	1,655,578.93	1,655,578.93	1,655,578.93	1.250	1.267	6,879	09/02/2035
MFIA-3	MFIA-3	mPower Folsom		08/01/2015	1,011,888.95	1,011,888.95	1,011,888.95	1.250	1.267	6,879	09/02/2035
MFR-1	MFR-1	mPower Folsom		09/01/2015	356,031.84	356,031.84	356,031.84	1.250	1.267	6,879	09/02/2035
Subtotal and Average			3,173,294.60		3,173,294.60				1.267	6,896	

Portfolio PLCR
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Data Updated: FUNDSNAP: 11/03/2016 08:20
Run Date: 11/03/2016 - 08:20

General Fund
 Portfolio Management
 Portfolio Details - Investments
 October 31, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity
		Total and Average	1,057,794,817.81		1,015,402,882.50	1,016,261,376.26	1,016,501,518.68		1.630	1,794

General Fund
 Portfolio Management
 Portfolio Details - Cash
 October 31, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM	Days to 365 Maturity
Cash at Bank										
SYS00000	00000	PLACER COUNTY CASH			53,273,461.47	53,273,461.47	53,273,461.47		0.000	1
Undeposited Receipts										
SYS00000VAULT	00000VAULT	PLACER COUNTY CASH			323,453.22	323,453.22	323,453.22		0.000	1
		Average Balance	0.00							
		Total Cash and Investments	1,057,794,817.81		1,068,989,797.19	1,069,858,290.95	1,070,088,433.37		1.630	1,794



Placer County

**General Fund
Purchases Report
Sorted by Fund - Fund
October 1, 2016 - October 31, 2016**

CUSIP	Investment #	Fund	Sec. Type	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
General Fund												
3133EGXU4	16030	1010	FAC FFCB	10,000,000.00	10/06/2016	04/06 - 10/06	10,000,000.00		1.370	10/06/2020	1.370	10,000,000.00
31330A9G2	16029	1010	FAC FHLB	10,000,000.00	10/06/2016	04/06 - 10/06	9,988,000.00		1.540	10/06/2021	1.565	9,988,166.67
3133EGZP3	16031	1010	FAC FFCB	10,000,000.00	10/25/2016	04/25 - 10/25	9,995,000.00		1.580	10/25/2021	1.590	9,995,016.67
3133EGZP3	16032	1010	FAC FFCB	10,000,000.00	10/25/2016	04/25 - 10/25	9,995,000.00		1.580	10/25/2021	1.590	9,995,016.67
68602UFW3	16033	1010	NCB NORNY	30,000,000.00	10/25/2016	01/23 - At Maturity	30,000,000.00		0.880	01/23/2017	0.880	30,000,000.00
3136G4DF7	16034	1010	FAC FNMA	10,000,000.00	10/26/2016	04/26 - 10/26	10,000,000.00		1.500	07/26/2021	1.500	10,000,000.00
3134CAOV9	16035	1010	FAC FHLMC	10,000,000.00	10/27/2016	04/27 - 10/27	10,000,000.00		1.400	10/27/2021	1.657	10,000,000.00
3136G4EV1	16036	1010	FAC FNMA	10,000,000.00	10/28/2016	04/28 - 10/28	10,000,000.00		1.625	10/28/2021	1.625	10,000,000.00
			Subtotal	100,000,000.00			99,978,000.00	0.00				99,978,200.01
			Total Purchases	100,000,000.00			99,978,000.00	0.00				99,978,200.01

Data Updated: FUNDSNAP: 11/03/2016 08:21
Run Date: 11/03/2016 - 08:21

Portfolio PLCR
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PU (PRF_PU) 7.1.1
Report Ver. 7.3.3



**General Fund
Summary by Issuer
October 31, 2016**

Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
Apple Inc.	2	20,000,000.00	20,139,390.00	1.89	1.238	732
Ackerman School District	1	195,429.86	195,429.86	0.02	2.299	729
AMERICAN EXPRESS CREDIT	1	10,000,000.00	10,014,300.00	0.93	2.080	887
Bank of New York Mellon	2	20,000,000.00	20,073,400.00	1.87	1.591	584
BERKSHIRE HATHAWAY FINANCE	1	10,000,000.00	10,074,900.00	0.94	1.270	864
Community 1st Bank	1	3,000,000.00	3,000,000.00	0.28	0.406	202
FEDERAL FARM CREDIT BANK	14	140,000,000.00	139,953,700.00	13.04	1.389	1,208
FEDERAL HOME LOAN BANK	7	70,000,000.00	69,989,000.00	6.52	1.481	1,588
FED HOME LOAN MORT CORP	10	100,000,000.00	100,000,000.00	9.32	1.610	1,634
FEDERAL NATIONAL MORT. ASSOC.	17	170,000,000.00	170,008,000.00	15.84	1.469	1,467
Five Star Bank	1	3,000,000.00	3,000,000.00	0.28	0.459	295
General Electric Company	2	20,000,000.00	21,466,500.00	2.00	1.374	249
IBM CORP	2	20,000,000.00	19,740,600.00	1.84	1.683	874
INT'L BANK RECON & DEVELOP	1	10,000,000.00	9,997,900.00	0.93	1.208	632
JP MORGAN CHASE BANK	1	10,000,000.00	10,000,000.00	0.93	1.083	580
MIDDLE FORK JPA	1	80,142,822.86	80,142,822.86	7.47	3.519	7,091
Mid Placer Public School Trans	1	142,635.69	142,635.69	0.01	2.300	954
mPower Folsom	4	3,173,294.60	3,173,294.60	0.30	1.267	6,896
mPower Placer	8	43,470,095.21	43,620,859.21	4.06	3.699	7,104
Microsoft Corp	2	20,000,000.00	20,001,600.00	1.86	1.582	965
NORINCHUKIN BANK NY	1	30,000,000.00	30,000,000.00	2.80	0.892	83
PLACER COUNTY CASH	2	53,566,914.69	53,566,914.69	4.99	0.000	1
RIVER CITY BANK	1	6,000,000.00	6,000,000.00	0.56	0.507	167

Portfolio P/LCR
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SI (PRE_SII) 7.1.1
Report Ver. 7.3.3

General Fund
 Summary by Issuer
 October 31, 2016

Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
City of Rocklin Successor Agcy	1	877,048.80	877,048.80	0.08	1.752	911
U.S. TREASURY N/B	5	50,000,000.00	49,792,968.75	4.64	1.166	854
Toyota Motor Credit Corp	3	30,000,000.00	29,938,000.00	2.79	1.335	727
US BANK NA CINCINNATI	1	10,000,000.00	9,982,000.00	0.93	1.405	314
WELLS FARGO & CO.	7	70,000,000.00	71,396,300.00	6.65	1.512	651
WELLS FARGO BANK	1	10,000,000.00	11,439,300.00	1.07	1.925	379
WFB REPURCHASE-SWEEP	1	45,401,555.48	45,401,555.48	4.23	0.000	1
WAL-MART STORES	1	10,000,000.00	10,042,000.00	0.94	1.861	774
Total and Average	103	1,069,999,797.19	1,073,109,419.94	100.00	1.549	1,705

Office of
Jenine Windeshausen
Treasurer-Tax Collector
County of Placer



COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of November 30, 2016

PREFACE

Placer County Treasurer's Pooled Investment Report

November 30, 2016

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

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

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

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

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

Government Code 53646 Compliance Report

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

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

The Weighted Average Maturity of the investments with the Treasury is 1,738 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by \$182,348,685.70 in cash and investments maturing in the next 180 days.



**General Fund
Portfolio Management
Portfolio Summary
November 30, 2016**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Coupons	50,000,000.00	49,894,800.00	49,904,319.14	4.65	1,564	824	1.150	1.166
mPower Placer - Long Term	35,598,455.21	35,598,455.21	35,598,455.21	3.32	7,334	7,077	3.974	4.030
Federal Agency Coupons	520,000,000.00	511,694,600.00	519,974,721.48	48.42	1,674	1,435	1.456	1.476
Medium Term Notes	250,000,000.00	251,323,500.00	251,038,850.47	23.38	1,358	639	1.484	1.505
Negotiable Certificates of Deposit	75,000,000.00	75,008,700.00	75,000,000.00	6.98	62	45	0.701	0.710
Collateralized CDs	12,000,000.00	12,000,000.00	12,000,000.00	1.12	367	178	0.463	0.469
Supranational	10,000,000.00	10,027,730.00	9,998,677.78	0.93	958	602	1.192	1.208
Local Agency Bond	1,030,742.28	1,030,742.28	1,030,742.28	0.10	1,826	859	1.885	1.911
Local Agency Bonds	80,142,822.86	80,142,822.86	80,142,822.86	7.46	7,871	7,061	3.471	3.519
Rolling Repurchase Agreements - 2	26,986,195.77	26,986,195.77	26,986,195.77	2.51	1	1	0.000	0.000
mPower Placer	8,920,199.75	8,920,199.75	8,920,199.75	0.83	7,648	7,415	3.225	3.270
mPower - Folsom	3,211,284.07	3,211,284.07	3,211,284.07	0.30	7,322	6,870	1.250	1.267
Investments	1,072,889,699.94	1,065,839,029.94	1,073,806,268.81	100.00%	2,121	1,738	1.594	1.616
Cash					1	1	0.000	0.000
Passbook/Checking (not included in yield calculations)	51,362,489.93	51,362,489.93	51,362,489.93					
Total Cash and Investments	1,124,252,189.87	1,117,201,519.87	1,125,168,758.74		2,121	1,738	1.594	1.616

Total Earnings	November 30 Month Ending	Fiscal Year To Date
Current Year	1,401,020.42	6,661,589.97
Average Daily Balance	1,100,454,419.52	1,114,259,285.25
Effective Rate of Return	1.55%	1.43%

[Signature]
KIMBERLY HAWLEY, CHIEF DEPUTY TREASURER

**General Fund
Portfolio Management
Portfolio Details - Investments
November 30, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
U.S. Treasury Coupons											
912828U1	12083	U.S. TREASURY NIB		05/06/2013	10,000,000.00	9,944,100.00	9,986,293.78	0.625	0.724	515	04/30/2018
912828U1	12084	U.S. TREASURY NIB		05/07/2013	10,000,000.00	9,944,100.00	9,984,959.11	0.625	0.710	515	04/30/2018
912828K62	15057	U.S. TREASURY NIB		12/03/2015	10,000,000.00	9,985,900.00	9,973,879.63	1.000	1.156	622	08/15/2018
912828T0	15058	U.S. TREASURY NIB		12/03/2015	10,000,000.00	9,907,800.00	9,885,355.71	1.000	1.430	1,003	08/31/2019
912828A42	15059	U.S. TREASURY NIB		12/04/2015	10,000,000.00	10,112,900.00	10,073,830.91	2.000	1.806	1,460	11/30/2020
		Subtotal and Average	49,901,976.72		50,000,000.00	49,894,800.00	49,904,319.14		1.165	824	
mPower Placer - Long Term											
2015NR-A	2015NR-A	mPower Placer		06/16/2015	2,422,028.41	2,422,028.41	2,422,028.41	4.000	3.999	6,849	09/02/2035
2015NR-BLT	2015NR-BLT	mPower Placer		09/02/2016	3,013,977.07	3,013,977.07	3,013,977.07	4.000	4.000	7,215	09/02/2036
2015R-B	2015R-B	mPower Placer		06/16/2015	740,000.00	740,000.00	740,000.00	6.000	5.435	6,849	09/02/2035
2015R-C	2015R-C	mPower Placer		06/16/2015	10,267,991.41	10,267,991.41	10,267,991.41	4.000	3.998	6,849	09/02/2035
2015R-DLT	2015R-DLT	mPower Placer		09/02/2016	19,154,458.32	19,154,458.32	19,154,458.32	4.000	4.000	7,215	09/02/2036
		Subtotal and Average	35,598,455.21		35,598,455.21	35,598,455.21	35,598,455.21		4.030	7,077	
Federal Agency Coupons											
3133ECB45	12038	FEDERAL FARM CREDIT BANK		12/26/2012	10,000,000.00	9,969,700.00	9,997,861.11	0.900	0.921	390	12/26/2017
3133ECE1	12043	FEDERAL FARM CREDIT BANK		01/24/2013	10,000,000.00	9,967,600.00	9,997,714.13	0.940	0.961	417	01/22/2018
3133ECJX3	12059	FEDERAL FARM CREDIT BANK		03/26/2013	10,000,000.00	9,951,600.00	9,998,020.83	1.040	1.055	480	03/26/2018
3133ECL44	12072	FEDERAL FARM CREDIT BANK		04/11/2013	10,000,000.00	9,963,100.00	9,999,319.44	1.000	1.005	496	04/11/2018
3133EFPM3	15039	FEDERAL FARM CREDIT BANK		11/23/2015	10,000,000.00	10,000,200.00	10,000,000.00	1.875	1.875	1,453	11/23/2020
3133EFRM1	15056	FEDERAL FARM CREDIT BANK		12/02/2015	10,000,000.00	9,924,900.00	10,000,000.00	1.640	1.640	1,096	12/02/2019
3133EFRH2	15061	FEDERAL FARM CREDIT BANK		12/07/2015	10,000,000.00	9,956,500.00	9,995,778.47	1.340	1.362	729	11/30/2018
3133EFX36	15105	FEDERAL FARM CREDIT BANK		04/05/2016	10,000,000.00	9,781,100.00	10,000,000.00	1.680	1.680	1,586	04/05/2021
3133EGK42	16001	FEDERAL FARM CREDIT BANK		07/06/2016	10,000,000.00	9,615,000.00	10,000,000.00	1.500	1.500	1,678	07/06/2021
3133EGLH6	16002	FEDERAL FARM CREDIT BANK		07/12/2016	10,000,000.00	9,755,400.00	10,000,000.00	1.420	1.420	1,503	01/12/2021
3133EGLU7	16004	FEDERAL FARM CREDIT BANK		07/14/2016	10,000,000.00	9,680,300.00	10,000,000.00	1.480	1.480	1,686	07/14/2021
3133EGXU4	16030	FEDERAL FARM CREDIT BANK		10/06/2016	10,000,000.00	8,745,600.00	10,000,000.00	1.370	1.370	1,405	10/06/2020
3133EGZP3	16031	FEDERAL FARM CREDIT BANK		10/25/2016	10,000,000.00	9,750,300.00	9,995,100.00	1.580	1.590	1,478	10/25/2021
3133EGZP3	16032	FEDERAL FARM CREDIT BANK		10/25/2016	10,000,000.00	9,750,300.00	9,995,100.00	1.580	1.590	1,789	10/25/2021
3130A86G3	15119	FEDERAL HOME LOAN BANK		05/25/2016	10,000,000.00	9,839,500.00	10,000,000.00	1.600	1.600	1,455	11/25/2020
3130A8LS0	15130	FEDERAL HOME LOAN BANK		05/30/2016	10,000,000.00	9,817,300.00	10,000,000.00	1.500	1.500	1,672	06/30/2021
3130A8MP5	16003	FEDERAL HOME LOAN BANK		07/13/2016	10,000,000.00	9,809,300.00	10,000,000.00	1.375	1.412	1,412	10/13/2020
3130A8P80	16005	FEDERAL HOME LOAN BANK		07/19/2016	10,000,000.00	9,796,700.00	10,000,000.00	1.400	1.400	1,510	01/19/2021
3130A9LS8	16026	FEDERAL HOME LOAN BANK		09/28/2016	10,000,000.00	9,804,500.00	10,000,000.00	1.375	1.375	1,397	09/28/2020
3130A9LT6	16027	FEDERAL HOME LOAN BANK		09/28/2016	10,000,000.00	9,802,400.00	10,000,000.00	1.550	1.550	1,762	09/28/2021

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**General Fund
Portfolio Management
Portfolio Details - Investments
November 30, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Federal Agency Coupons											
3130A9NG2	16029	FEDERAL HOME LOAN BANK		10/06/2016	10,000,000.00	9,789,400.00	9,988,366.67	1.540	1.565	1,770	10/06/2021
3130A9TV3	16038	FEDERAL HOME LOAN BANK		11/08/2016	10,000,000.00	9,863,300.00	9,990,127.78	1.250	1.733	1,803	11/08/2021
3130A9TP6	16039	FEDERAL HOME LOAN BANK		11/15/2016	10,000,000.00	9,938,600.00	10,000,000.00	1.000	1.493	1,261	05/15/2020
3130AA2F4	16040	FEDERAL HOME LOAN BANK		11/23/2016	10,000,000.00	9,867,800.00	10,000,000.00	1.700	1.700	1,818	11/23/2021
3134G8KW6	15121	FED HOME LOAN MORT CORP		06/08/2016	10,000,000.00	9,879,000.00	10,000,000.00	1.350	1.350	1,090	11/26/2019
3134G9UM7	15133	FED HOME LOAN MORT CORP		06/30/2016	10,000,000.00	9,833,500.00	10,000,000.00	1.500	1.730	1,672	06/30/2021
3134G9E22	15134	FED HOME LOAN MORT CORP		07/27/2016	10,000,000.00	9,688,000.00	10,000,000.00	1.330	1.330	1,480	12/30/2020
3134G9K22	16007	FED HOME LOAN MORT CORP		08/24/2016	10,000,000.00	9,841,700.00	10,000,000.00	1.000	1.730	1,989	07/27/2021
3134GAEG5	16021	FED HOME LOAN MORT CORP		08/24/2016	10,000,000.00	9,838,600.00	10,000,000.00	1.250	1.737	1,727	08/24/2021
3134G93Q8	16022	FED HOME LOAN MORT CORP		08/25/2016	10,000,000.00	9,680,500.00	10,000,000.00	1.680	1.680	1,728	08/25/2021
3134G95L7	16023	FED HOME LOAN MORT CORP		08/25/2016	10,000,000.00	9,683,800.00	10,000,000.00	1.600	1.600	1,728	08/25/2021
3134GABL7	16024	FED HOME LOAN MORT CORP		08/30/2016	10,000,000.00	9,746,500.00	10,000,000.00	1.500	1.500	1,366	08/28/2020
3134GAGC2	16025	FED HOME LOAN MORT CORP		09/13/2016	10,000,000.00	9,823,000.00	10,000,000.00	1.250	1.785	1,747	09/13/2021
3134GAQV9	16035	FED HOME LOAN MORT CORP		10/27/2016	10,000,000.00	9,784,100.00	10,006,000.00	1.400	1.657	1,791	10/27/2021
3134GAVP6	16037	FED HOME LOAN MORT CORP		11/04/2016	10,000,000.00	9,904,300.00	10,000,000.00	1.100	1.100	1,799	11/04/2021
3135G0G31	15032	FEDERAL NATIONAL MORT. ASSOC.		10/29/2015	10,000,000.00	9,973,000.00	9,993,350.43	1.200	1.232	789	01/29/2019
3136G2SD0	15034	FEDERAL NATIONAL MORT. ASSOC.		10/30/2015	10,000,000.00	9,902,200.00	10,000,000.00	1.400	1.400	1,062	10/29/2019
3136G2YA9	15096	FEDERAL NATIONAL MORT. ASSOC.		02/26/2016	10,000,000.00	9,930,400.00	10,000,000.00	1.400	1.400	1,090	11/26/2019
3136G3CT0	15097	FEDERAL NATIONAL MORT. ASSOC.		03/15/2016	10,000,000.00	9,957,000.00	10,000,000.00	1.400	1.896	1,565	03/15/2021
3136G3MG7	15114	FEDERAL NATIONAL MORT. ASSOC.		05/20/2016	10,000,000.00	9,971,100.00	9,988,160.29	1.500	1.532	1,264	05/18/2020
3136G3MP7	15116	FEDERAL NATIONAL MORT. ASSOC.		05/25/2016	10,000,000.00	9,950,300.00	10,000,000.00	1.000	1.000	1,636	05/25/2021
3136G3QU2	15120	FEDERAL NATIONAL MORT. ASSOC.		05/25/2016	10,000,000.00	10,007,500.00	10,000,000.00	1.750	1.750	1,636	05/25/2021
3136G3RK3	15124	FEDERAL NATIONAL MORT. ASSOC.		06/14/2016	10,000,000.00	10,000,500.00	10,000,000.00	1.800	1.613	1,656	06/14/2021
3136G3RK3	15126	FEDERAL NATIONAL MORT. ASSOC.		06/29/2016	10,000,000.00	10,008,000.00	10,051,412.61	1.800	1.511	1,656	06/14/2021
3136G3WK7	15128	FEDERAL NATIONAL MORT. ASSOC.		09/30/2016	10,000,000.00	9,806,000.00	10,000,000.00	1.220	1.220	1,215	03/30/2020
3136G3WK7	15129	FEDERAL NATIONAL MORT. ASSOC.		06/30/2016	10,000,000.00	9,806,000.00	10,000,000.00	1.220	1.220	1,215	03/30/2020
3136G3X23	16008	FEDERAL NATIONAL MORT. ASSOC.		07/28/2016	10,000,000.00	9,649,900.00	10,000,000.00	1.500	1.500	1,700	07/28/2021
3136G3XY6	16009	FEDERAL NATIONAL MORT. ASSOC.		07/28/2016	10,000,000.00	9,861,100.00	10,000,000.00	1.000	1.782	1,700	07/28/2021
3135G0N68	16016	FEDERAL NATIONAL MORT. ASSOC.		08/16/2016	10,000,000.00	9,891,100.00	9,995,486.11	1.200	1.217	988	08/16/2019
3136G4CV3	16028	FEDERAL NATIONAL MORT. ASSOC.		09/30/2016	10,000,000.00	9,666,800.00	9,967,923.61	1.400	1.426	1,764	09/30/2021
3136G4DF7	16034	FEDERAL NATIONAL MORT. ASSOC.		10/26/2016	10,000,000.00	9,734,200.00	10,000,000.00	1.500	1.500	1,698	07/26/2021
3136G4EV1	16036	FEDERAL NATIONAL MORT. ASSOC.		10/28/2016	10,000,000.00	9,736,100.00	10,000,000.00	1.625	1.625	1,792	10/28/2021
Subtotal and Average					520,000,000.00	511,694,600.00	519,974,721.48		1.476	1,435	

**General Fund
Portfolio Management
Portfolio Details - Investments
November 30, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Medium Term Notes											
037833AG5	12085	Apple Inc.		05/07/2013	10,000,000.00	10,023,200.00	10,011,428.78	1.131	0.678	518	05/03/2018
037833AQ3	14098	Apple Inc.		06/26/2015	10,000,000.00	10,101,500.00	10,062,508.99	2.100	1.832	866	05/06/2019
0258M0DK2	15038	AMERICAN EXPRESS CREDIT		11/17/2015	10,000,000.00	10,037,900.00	10,009,846.88	2.125	2.080	837	03/18/2019
06406HCJ6	14009	Bank of New York Mellon		11/10/2014	10,000,000.00	9,982,800.00	9,970,782.61	1.350	1.588	460	03/06/2018
06406HCL1	15006	Bank of New York Mellon		07/13/2015	10,000,000.00	10,093,400.00	10,080,162.92	2.100	1.593	608	08/01/2018
084664CH2	15106	BERKSHIRE HATHAWAY FINANCE		04/05/2016	10,000,000.00	10,127,100.00	10,058,162.57	1.540	1.270	834	03/15/2019
36962G5W0	13016	General Electric Company		10/28/2013	10,000,000.00	10,049,400.00	10,038,848.29	2.300	1.317	147	04/27/2017
36962G3H5	14019	General Electric Company		12/11/2014	10,000,000.00	10,346,700.00	10,323,285.71	5.625	1.430	268	09/15/2017
459200HZ7	14048	IBM CORP		02/11/2015	10,000,000.00	9,977,200.00	9,982,604.65	1.125	1.276	432	02/06/2018
459200HM6	15005	IBM CORP		07/13/2015	10,000,000.00	9,833,600.00	9,846,178.19	1.625	2.095	1,261	05/15/2020
48126DW39	12089	JP MORGAN CHASE BANK		06/04/2013	10,000,000.00	9,997,000.00	10,000,000.00	1.336	1.083	550	06/04/2018
584918AY0	14050	Microsoft Corp		02/23/2015	10,000,000.00	10,003,300.00	10,008,942.93	1.850	1.821	1,168	02/12/2020
584918BF0	15041	Microsoft Corp		11/24/2015	10,000,000.00	9,985,600.00	9,991,952.61	1.300	1.343	702	11/03/2018
89233P8S0	13073	Toyota Motor Credit Corp		06/26/2014	10,000,000.00	10,004,900.00	9,999,974.22	1.250	1.260	308	10/05/2017
89236TCG8	15014	Toyota Motor Credit Corp		09/01/2015	10,000,000.00	10,008,000.00	9,936,121.03	1.215	1.315	1,197	03/12/2020
89236TCP8	15060	Toyota Motor Credit Corp		12/04/2015	10,000,000.00	10,006,800.00	10,017,168.69	1.550	1.441	589	07/13/2018
90331HMH3	14025	US BANK NA CINCINNATI		12/29/2014	10,000,000.00	10,018,200.00	9,997,695.47	1.375	1.405	284	09/11/2017
94966RTD3	13047	WELLS FARGO & CO.		03/06/2014	10,000,000.00	9,945,300.00	10,000,000.00	1.285	1.037	825	03/06/2019
94974BFD7	13067	WELLS FARGO & CO.		04/28/2014	10,000,000.00	10,038,400.00	10,038,212.94	2.100	1.205	158	05/08/2017
94974BFU9	14003	WELLS FARGO & CO.		09/19/2014	10,000,000.00	10,035,000.00	9,976,196.19	2.125	2.230	872	04/22/2019
929903DT6	14013	WELLS FARGO & CO.		12/04/2014	10,000,000.00	10,229,600.00	10,241,914.38	5.750	1.180	196	06/15/2017
94974BFG0	14037	WELLS FARGO & CO.		01/22/2015	10,000,000.00	9,977,700.00	10,015,347.77	1.500	1.360	411	01/16/2018
94986RY1	15017	WELLS FARGO & CO.		09/25/2015	10,000,000.00	9,974,700.00	10,000,000.00	2.000	2.431	1,394	09/25/2020
92976GAF4	14002	WELLS FARGO BANK		07/23/2014	10,000,000.00	10,413,900.00	10,415,368.46	6.000	1.525	349	11/15/2017
931142DJ8	13029	WAL-MART STORES		12/16/2013	10,000,000.00	10,112,500.00	10,017,136.19	1.950	1.861	744	12/15/2018
Subtotal and Average			251,432,873.58		250,000,000.00	251,323,500.00	251,038,950.47		1.505	639	
Negotiable Certificates of Deposit											
06538NLX3	16041	Bank Tokyo-Mi UFJ NY		11/28/2016	20,000,000.00	20,000,600.00	20,000,000.00	0.720	0.730	57	01/27/2017
60689DV83	16042	Mizuho Bank LTD		11/28/2016	25,000,000.00	25,000,000.00	25,000,000.00	0.470	0.477	27	12/28/2016
65602UFW3	16033	NORINCHUKIN BANK NY		10/25/2016	30,000,000.00	30,008,100.00	30,000,000.00	0.880	0.892	53	01/23/2017
Subtotal and Average			34,500,000.00		75,000,000.00	75,008,700.00	75,000,000.00		0.710	45	
Collateralized CDs											
SYS15116	15116	Community 1st Bank		05/20/2016	3,000,000.00	3,000,000.00	3,000,000.00	0.400	0.406	172	05/22/2017
SYS14020	16020	Five Star Bank		08/23/2016	3,000,000.00	3,000,000.00	3,000,000.00	0.450	0.456	265	08/23/2017

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Data Updated: FUNDSNAP: 12/07/2016 09:07
Run Date: 12/07/2016 - 09:07

**General Fund
Portfolio Management
Portfolio Details - Investments
November 30, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date	
Collateralized CDs												
SYS15112	15112	RIVER CITY BANK		04/15/2016	6,000,000.00	6,000,000.00	6,000,000.00	0.500	0.507	137	04/17/2017	
		Subtotal and Average	12,000,000.00		12,000,000.00	12,000,000.00	12,000,000.00		0.469	178		
Supranational												
45905UUL6	15065	INT'L BANK RECON & DEVELOP		12/11/2015	10,000,000.00	10,027,730.00	9,998,677.78	1.200	1.208	602	07/26/2018	
		Subtotal and Average	9,998,645.56		10,000,000.00	10,027,730.00	9,998,677.78		1.208	602		
Local Agency Bond												
SYS13019B	13019B	Ackerman School District		10/31/2013	157,232.59	157,232.59	157,232.59	2.300	2.299	699	10/31/2018	
SYS13072	13072	Mid Placer Public School Trans		06/13/2014	142,635.69	142,635.69	142,635.69	2.300	2.300	924	06/13/2019	
SYS13069	13069	City of Rocklin Successor Agency		05/01/2014	730,874.00	730,874.00	730,874.00	1.750	1.752	881	05/01/2019	
		Subtotal and Average	1,030,742.28		1,030,742.28	1,030,742.28	1,030,742.28		1.911	869		
Local Agency Bonds												
SYS15022	15022	MIDDLE FORK JPA		04/01/2015	80,142,822.86	80,142,822.86	80,142,822.86	3.471	3.519	7,061	04/01/2036	
		Subtotal and Average	80,142,822.86		80,142,822.86	80,142,822.86	80,142,822.86		3.519	7,061		
Rolling Repurchase Agreements - 2												
SYS000SWEEP	SWEEP	WFB REPURCHASE-SWEEP		03/01/2012	26,986,195.77	26,986,195.77	26,986,195.77		0.000	1		
		Subtotal and Average	59,276,447.68		26,986,195.77	26,986,195.77	26,986,195.77		0.000	1		
mPower Placer												
1415-2	1415-2	mPower Placer		06/04/2015	2,007,721.07	2,007,721.07	2,007,721.07	4.000	4.056	6,849	09/02/2035	
2016NR-A	2016NR-A	mPower Placer		08/04/2016	1,272,509.99	1,272,509.99	1,272,509.99	3.000	3.042	7,580	09/02/2037	
2016R-A	2016R-A	mPower Placer		07/07/2016	5,639,968.69	5,639,968.69	5,639,968.69	3.000	3.042	7,580	09/02/2037	
		Subtotal and Average	8,610,468.41		8,920,199.75	8,920,199.75	8,920,199.75		3.270	7,415		
mPower - Folsom												
2016-MF4	2016-MF4	mPower Folsom		07/14/2016	187,784.35	187,784.35	187,784.35	1.250	1.267	7,215	09/02/2036	
MFIA-2 NR	MFIA-2 NR	mPower Folsom		08/08/2015	1,655,578.93	1,655,578.93	1,655,578.93	1.250	1.267	6,849	09/02/2035	
MFIA-3	MFIA-3	mPower Folsom		09/01/2015	1,011,888.95	1,011,888.95	1,011,888.95	1.250	1.267	6,849	09/02/2035	
MFR-1	MFR-1	mPower Folsom		09/01/2015	356,031.84	356,031.84	356,031.84	1.250	1.267	6,849	09/02/2035	
		Subtotal and Average	3,208,751.44		3,211,284.07	3,211,284.07	3,211,284.07		1.267	6,870		

General Fund
 Portfolio Management
 Portfolio Details - Investments
 November 30, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity
		Total and Average	1,100,454,419.52		1,072,889,699.94	1,065,839,029.94	1,073,806,268.81		1.616	1,738

General Fund
 Portfolio Management
 Portfolio Details - Cash
 November 30, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity
Cash at Bank										
SYS00000	00000	PLACER COUNTY CASH			51,067,196.09	51,067,196.09	51,067,196.09		0.000	1
Undeposited Receipts										
SYS00000VAULT	00000VAULT	PLACER COUNTY CASH			295,293.84	295,293.84	295,293.84		0.000	1
		Average Balance	0.00							1
		Total Cash and Investments	1,100,454,419.52		1,124,252,189.87	1,117,201,519.87	1,125,168,758.74		1.616	1,738



PLACER COUNTY 2016/17
Summary by Issuer
November 30, 2016

Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
Apple Inc.	2	20,000,000.00	20,139,390.00	1.76	1.256	702
Ackerman School District	1	157,232.59	157,232.59	0.01	2.299	689
AMERICAN EXPRESS CREDIT	1	10,000,000.00	10,014,300.00	0.89	2.080	837
Bank of New York Mellon	2	20,000,000.00	20,073,400.00	1.78	1.591	534
BERKSHIRE HATHAWAY FINANCE	1	10,000,000.00	10,074,900.00	0.89	1.270	834
Bank Tokyo-Mit UFJ NY	1	20,000,000.00	20,000,000.00	1.77	0.730	57
Community 1st Bank	1	3,000,000.00	3,000,000.00	0.27	0.406	172
FEDERAL FARM CREDIT BANK	14	140,000,000.00	139,953,700.00	12.40	1.369	1,178
FEDERAL HOME LOAN BANK	10	100,000,000.00	99,976,000.00	8.86	1.529	1,586
FED HOME LOAN MORT CORP	11	110,000,000.00	110,000,000.00	9.75	1.563	1,622
FEDERAL NATIONAL MORT. ASSOC.	17	170,000,000.00	170,098,000.00	15.07	1.460	1,437
Five Star Bank	1	3,000,000.00	3,000,000.00	0.27	0.456	265
General Electric Company	2	20,000,000.00	21,466,500.00	1.90	1.374	218
IBM CORP	2	20,000,000.00	19,740,600.00	1.75	1.683	844
INT'L BANK RECON & DEVELOP	1	10,000,000.00	9,997,900.00	0.89	1.208	602
JP MORGAN CHASE BANK	1	10,000,000.00	10,000,000.00	0.89	1.083	550
MIDDLE FORK JPA	1	80,142,822.86	80,142,822.86	7.10	3.519	7,061
Mid Placer Public School Trans	1	142,635.69	142,635.69	0.01	2.300	924
Mizuho Bank LTD	1	25,000,000.00	25,000,000.00	2.22	0.477	27
mPower Folsom	4	3,211,284.07	3,211,284.07	0.28	1.267	6,870
mPower Placer	8	44,518,654.96	44,569,418.96	3.95	3.877	7,145
Microsoft Corp	2	20,000,000.00	20,001,600.00	1.77	1.582	936
NORINCHUKIN BANK NY	1	30,000,000.00	30,000,000.00	2.66	0.692	53

PLACER COL 2016/17
 Summary by Issuer
 November 30, 2016

Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
PLACER COUNTY CASH	2	51,362,489.93	51,362,489.93	4.55	0.000	1
RIVER CITY BANK	1	6,000,000.00	6,000,000.00	0.53	0.507	137
City of Rocklin Successor Agcy	1	730,874.00	730,874.00	0.06	1.752	881
U.S. TREASURY N/B	5	50,000,000.00	49,792,968.75	4.41	1.166	824
Toyota Motor Credit Corp	3	30,000,000.00	29,938,000.00	2.65	1.335	697
US BANK NA CINCINNATI	1	10,000,000.00	9,992,000.00	0.89	1.405	284
WELLS FARGO & CO.	6	60,000,000.00	61,396,300.00	5.44	1.572	640
WELLS FARGO BANK	1	10,000,000.00	11,439,300.00	1.01	1.525	349
WFB REPURCHASE-SWEEP	1	26,986,195.77	26,986,195.77	2.39	0.000	1
WAL-MART STORES	1	10,000,000.00	10,042,000.00	0.89	1.861	744
Total and Average	108	1,124,252,189.87	1,128,351,812.62	100.00	1.542	1,659

Office of
Jenine Windeshausen
Treasurer-Tax Collector
County of Placer



COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of December 31, 2016

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

PREFACE

Placer County Treasurer's Pooled Investment Report

December 31, 2016

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

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

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

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

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

Government Code 53646 Compliance Report

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

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

The Weighted Average Maturity of the investments with the Treasury is 1,481 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by \$387,234,127.12 in cash and investments maturing in the next 180 days.



**General Fund
Portfolio Management
Portfolio Summary
December 31, 2016**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Coupons	50,000,000.00	49,898,500.00	49,900,327.08	3.48	1,584	783	1.150	1.166
mPower Placer - Long Term	35,598,455.21	35,598,455.21	35,598,455.21	2.49	7,334	7,046	3.974	4.030
Federal Agency Coupons	680,000,000.00	670,340,600.00	679,972,709.80	47.48	1,672	1,464	1.608	1.630
Medium Term Notes	250,000,000.00	251,155,300.00	250,913,215.92	17.52	1,358	608	1.494	1.515
Negotiable Certificates of Deposit	100,000,000.00	100,000,000.00	100,000,000.00	6.98	60	20	0.694	0.704
Collateralized CDs	12,000,000.00	12,000,000.00	12,000,000.00	0.84	367	147	0.463	0.469
Supranational	10,000,000.00	9,979,410.00	9,988,744.44	0.70	958	571	1.192	1.208
Commercial Paper Disc. - Amortizing	50,000,000.00	49,988,125.00	49,988,541.67	3.49	45	19	0.510	0.517
Local Agency Bond	1,007,644.01	1,007,644.01	1,007,644.01	0.07	1,826	827	1.876	1.902
Local Agency Bonds	80,142,822.86	80,142,822.86	80,142,822.86	5.60	7,671	7,030	3.471	3.510
Rolling Repurchase Agreements - 2	147,977,716.30	147,977,716.30	147,977,716.30	10.33	1	1	0.000	0.000
mPower Placer	11,540,828.40	11,540,828.40	11,540,828.40	0.81	7,668	7,422	3.174	3.218
mPower - Folsom	3,211,284.07	3,211,284.07	3,211,284.07	0.22	7,322	6,839	1.250	1.267
Investments	1,431,478,750.85	1,422,834,385.85	1,432,259,289.46	100.00%	1,793	1,481	1.466	1.487

Cash								
Passbook/Checking (not included in yield calculations)	50,256,410.82		50,256,410.82		1	1	0.000	0.000
Total Cash and Investments	1,481,735,161.67	1,473,090,796.67	1,482,515,700.28		1,793	1,481	1.466	1.487

Total Earnings	December 31	Month Ending	Fiscal Year To Date
Current Year		1,546,744.80	8,208,334.74
Average Daily Balance		1,360,950,047.80	1,155,821,324.21
Effective Rate of Return		1.34%	1.41%


 KIMBERLY HAWLEY, CHIEF DEPUTY TREASURER

**General Fund
Portfolio Management
Portfolio Details - Investments
December 31, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
U.S. Treasury Coupons											
912828U21	12083	U.S. TREASURY N/B		05/06/2013	10,000,000.00	9,951,200.00	9,987,118.82	0.625	0.724	484	04/30/2018
912828U21	12084	U.S. TREASURY N/B		05/07/2013	10,000,000.00	9,951,200.00	9,965,884.49	0.625	0.710	484	04/30/2018
912828K82	15057	U.S. TREASURY N/B		12/03/2015	10,000,000.00	9,988,700.00	9,975,181.45	1.000	1.156	591	09/15/2018
912828TND	15058	U.S. TREASURY N/B		12/03/2015	10,000,000.00	9,905,900.00	9,888,899.05	1.000	1.430	972	08/31/2019
912828A42	15059	U.S. TREASURY N/B		12/04/2015	10,000,000.00	10,103,500.00	10,072,263.27	2.000	1.806	1,429	11/30/2020
		Subtotal and Average	49,906,903.88		50,000,000.00	49,898,500.00	49,909,327.08		1.166	793	
mPower Placer - Long Term											
2015NR-A	2015NR-A	mPower Placer		06/16/2015	2,422,028.41	2,422,028.41	2,422,028.41	4.000	3.999	6,818	09/02/2035
2015NR-BLT	2015NR-BLT	mPower Placer		09/02/2016	3,013,977.07	3,013,977.07	3,013,977.07	4.000	4.000	7,184	09/02/2038
2015R-B	2015R-B	mPower Placer		06/16/2016	740,000.00	740,000.00	740,000.00	6.000	5.435	6,818	09/02/2035
2015R-C	2015R-C	mPower Placer		09/16/2015	10,267,991.41	10,267,991.41	10,267,991.41	4.000	3.998	6,818	09/02/2035
2015R-DLT	2015R-DLT	mPower Placer		09/02/2016	19,154,458.32	19,154,458.32	19,154,458.32	4.000	4.000	7,184	09/02/2038
		Subtotal and Average	35,598,455.21		35,598,455.21	35,598,455.21			4.030	7,046	
Federal Agency Coupons											
3133ECB45	12038	FEDERAL FARM CREDIT BANK		12/26/2012	10,000,000.00	9,984,600.00	9,998,027.78	0.900	0.921	359	12/26/2017
3133ECE1	12043	FEDERAL FARM CREDIT BANK		01/24/2013	10,000,000.00	9,961,200.00	9,987,880.98	0.940	0.961	386	01/22/2018
3133ECJX3	12059	FEDERAL FARM CREDIT BANK		03/26/2013	10,000,000.00	9,950,300.00	9,998,145.83	1.040	1.055	449	03/26/2018
3133ECL44	12072	FEDERAL FARM CREDIT BANK		04/11/2013	10,000,000.00	9,978,500.00	9,999,361.11	1.000	1.005	465	04/11/2018
3133EFPM3	15039	FEDERAL FARM CREDIT BANK		11/23/2015	10,000,000.00	9,982,400.00	10,000,000.00	1.875	1.875	1,422	11/23/2020
3133EFRM1	15056	FEDERAL FARM CREDIT BANK		12/02/2015	10,000,000.00	9,918,300.00	10,000,000.00	1.640	1.840	1,065	12/02/2019
3133EFRH2	15061	FEDERAL FARM CREDIT BANK		12/07/2015	10,000,000.00	9,992,800.00	9,995,954.61	1.340	1.362	698	11/30/2018
3133EFX36	15105	FEDERAL FARM CREDIT BANK		04/05/2016	10,000,000.00	9,714,500.00	10,000,000.00	1.650	1.850	1,555	04/05/2021
3133EGKA2	16001	FEDERAL FARM CREDIT BANK		07/06/2016	10,000,000.00	9,589,900.00	10,000,000.00	1.500	1.500	1,847	07/06/2021
3133EGLH6	16002	FEDERAL FARM CREDIT BANK		07/12/2016	10,000,000.00	9,730,900.00	10,000,000.00	1.420	1.420	1,472	01/12/2021
3133EGLU7	16004	FEDERAL FARM CREDIT BANK		07/14/2016	10,000,000.00	9,653,300.00	10,000,000.00	1.480	1.480	1,655	07/14/2021
3133EGXU4	16030	FEDERAL FARM CREDIT BANK		10/08/2016	10,000,000.00	9,723,600.00	10,000,000.00	1.370	1.370	1,374	10/08/2020
3133EGZP3	16031	FEDERAL FARM CREDIT BANK		10/25/2016	10,000,000.00	9,719,600.00	9,995,183.33	1.580	1.580	1,758	10/25/2021
3133EGU86	16032	FEDERAL FARM CREDIT BANK		10/25/2016	10,000,000.00	9,719,600.00	9,995,183.33	1.580	1.580	1,758	10/25/2021
3133EGS30	16043	FEDERAL FARM CREDIT BANK		12/09/2016	10,000,000.00	9,940,200.00	10,000,000.00	2.000	2.000	1,800	12/09/2021
3133EGU37	16049	FEDERAL FARM CREDIT BANK		12/14/2016	10,000,000.00	9,993,400.00	10,000,000.00	1.830	1.830	1,443	12/14/2020
3133EGU86	16052	FEDERAL FARM CREDIT BANK		12/19/2016	10,000,000.00	9,973,600.00	10,000,000.00	1.500	1.500	1,082	12/19/2019
3133EG2B0	16054	FEDERAL FARM CREDIT BANK		12/23/2016	10,000,000.00	10,002,600.00	10,000,000.00	2.350	2.350	1,634	08/23/2021
3133EG2B0	16057	FEDERAL FARM CREDIT BANK		12/23/2016	10,000,000.00	10,002,600.00	9,998,909.88	2.350	2.355	1,634	08/23/2021
3133EG2P9	16063	FEDERAL FARM CREDIT BANK		12/29/2016	10,000,000.00	10,000,000.00	10,000,000.00	2.320	2.320	1,823	12/29/2021

Portfolio PLCR
NLIAC
PM (PRF_PN2) 7.3.0

General Fund
Portfolio Management
Portfolio Details - Investments
December 31, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
3133EG2P9	16084	FEDERAL FARM CREDIT BANK		12/29/2016	10,000,000.00	10,000,000.00	10,000,000.00	2.320	2.320	1,823	12/29/2021
3130A9B33	15119	FEDERAL HOME LOAN BANK		05/25/2016	10,000,000.00	9,814,100.00	10,000,000.00	1.600	1.600	1,424	11/25/2020
3130A8L50	15130	FEDERAL HOME LOAN BANK		06/30/2016	10,000,000.00	9,785,000.00	10,000,000.00	1.500	1.500	1,641	06/30/2021
3130A8MP5	16003	FEDERAL HOME LOAN BANK		07/13/2016	10,000,000.00	9,749,800.00	10,000,000.00	1.375	1.375	1,381	10/13/2020
3130A9P80	16005	FEDERAL HOME LOAN BANK		07/19/2016	10,000,000.00	9,758,700.00	10,000,000.00	1.400	1.400	1,479	01/19/2021
3130A9L58	16026	FEDERAL HOME LOAN BANK		09/28/2016	10,000,000.00	9,781,100.00	10,000,000.00	1.375	1.375	1,366	09/28/2020
3130A9L76	16027	FEDERAL HOME LOAN BANK		09/28/2016	10,000,000.00	9,771,200.00	10,000,000.00	1.500	1.550	1,731	09/28/2021
3130A9MG2	16029	FEDERAL HOME LOAN BANK		10/06/2016	10,000,000.00	9,750,300.00	9,968,566.67	1.540	1.565	1,730	10/06/2021
3130A9TV3	16038	FEDERAL HOME LOAN BANK		11/08/2016	10,000,000.00	9,801,200.00	9,990,294.44	1.250	1.733	1,772	11/08/2021
3130A9TP6	16039	FEDERAL HOME LOAN BANK		11/15/2016	10,000,000.00	9,898,800.00	10,000,000.00	1.000	1.493	1,230	05/15/2020
3130AA2F4	16040	FEDERAL HOME LOAN BANK		11/23/2016	10,000,000.00	9,834,200.00	10,000,000.00	1.700	1.700	1,787	11/23/2021
3130AAEF1	16053	FEDERAL HOME LOAN BANK		12/23/2016	10,000,000.00	9,981,300.00	10,006,211.11	2.150	2.136	1,917	12/23/2021
3130AAFK9	16087	FEDERAL HOME LOAN BANK		12/30/2016	10,000,000.00	9,974,000.00	10,000,000.00	2.000	2.193	1,824	12/30/2021
3130AAJ58	16089	FEDERAL HOME LOAN BANK		12/30/2016	10,000,000.00	10,000,000.00	10,000,000.00	1.750	1.750	1,184	03/30/2020
3130AACF3	16070	FEDERAL HOME LOAN BANK		12/30/2016	10,000,000.00	9,936,100.00	10,000,000.00	2.150	2.150	1,824	12/30/2021
3130AAF68	16072	FEDERAL HOME LOAN BANK		12/30/2016	10,000,000.00	9,982,600.00	10,000,000.00	2.200	2.200	1,824	12/30/2021
3130AAF68	16073	FEDERAL HOME LOAN BANK		12/30/2016	10,000,000.00	9,982,600.00	10,000,000.00	2.200	2.200	1,824	12/30/2021
3134G9KW8	15121	FED HOME LOAN MORT CORP		06/09/2016	10,000,000.00	9,865,500.00	10,000,000.00	1.350	1.350	1,059	11/26/2019
3134G9UM7	15133	FED HOME LOAN MORT CORP		06/30/2016	10,000,000.00	9,909,200.00	10,000,000.00	1.500	1.730	1,641	06/30/2021
3134G9E52	15134	FED HOME LOAN MORT CORP		06/30/2016	10,000,000.00	9,843,700.00	10,000,000.00	1.330	1.330	1,459	12/30/2020
3134G9K22	16007	FED HOME LOAN MORT CORP		07/27/2016	10,000,000.00	9,825,000.00	10,000,000.00	1.000	1.730	1,668	07/27/2021
3134GAE65	16021	FED HOME LOAN MORT CORP		08/24/2016	10,000,000.00	9,832,100.00	10,000,000.00	1.250	1.737	1,656	08/24/2021
3134G93Q8	16022	FED HOME LOAN MORT CORP		08/25/2016	10,000,000.00	9,853,100.00	10,000,000.00	1.680	1.680	1,697	08/25/2021
3134G95L7	16023	FED HOME LOAN MORT CORP		08/25/2016	10,000,000.00	9,855,900.00	10,000,000.00	1.600	1.600	1,697	08/25/2021
3134GABL7	16024	FED HOME LOAN MORT CORP		08/30/2016	10,000,000.00	9,725,400.00	10,000,000.00	1.500	1.500	1,335	08/28/2020
3134GAGC2	16025	FED HOME LOAN MORT CORP		09/13/2016	10,000,000.00	9,802,200.00	10,000,000.00	1.250	1.785	1,716	09/13/2021
3134GAKV9	16035	FED HOME LOAN MORT CORP		10/27/2016	10,000,000.00	9,777,000.00	10,000,000.00	1.400	1.657	1,760	10/27/2021
3134GAVP6	16037	FED HOME LOAN MORT CORP		11/04/2016	10,000,000.00	9,818,700.00	10,000,000.00	1.100	1.100	1,768	11/04/2021
3134GAD76	16068	FED HOME LOAN MORT CORP		12/30/2016	10,000,000.00	9,996,100.00	10,000,000.00	2.000	2.575	1,824	12/30/2021
3134GAC77	16071	FED HOME LOAN MORT CORP		12/30/2016	10,000,000.00	10,002,300.00	10,000,000.00	2.450	2.450	1,824	12/30/2021
3135G0G31	15032	FEDERAL NATIONAL MORT. ASSOC.		10/29/2015	10,000,000.00	9,967,100.00	9,993,606.84	1.200	1.232	758	01/29/2019
3136G2SD0	15034	FEDERAL NATIONAL MORT. ASSOC.		10/30/2015	10,000,000.00	9,860,300.00	10,000,000.00	1.400	1.400	1,031	10/29/2019
3136G2YA9	15086	FEDERAL NATIONAL MORT. ASSOC.		02/29/2016	10,000,000.00	9,909,800.00	10,000,000.00	1.400	1.400	1,059	11/26/2019
3136G3CT0	15087	FEDERAL NATIONAL MORT. ASSOC.		03/15/2016	10,000,000.00	9,844,300.00	10,000,000.00	1.400	1.886	1,534	03/15/2021
3136G3MG7	15114	FEDERAL NATIONAL MORT. ASSOC.		05/20/2016	10,000,000.00	9,978,200.00	9,989,421.07	1.500	1.552	1,233	05/18/2020
3136G3MP7	15118	FEDERAL NATIONAL MORT. ASSOC.		06/28/2016	10,000,000.00	9,945,300.00	10,000,000.00	1.000	1.000	1,505	05/28/2021

Portfolio PLCR
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General Fund
Portfolio Management
Portfolio Details - Investments
December 31, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date	
Federal Agency Coupons												
3136G3U2	15120	FEDERAL NATIONAL MORT. ASSOC.		05/25/2016	10,000,000.00	10,003,600.00	10,000,000.00	1.750	1.760	1,605	05/25/2021	
3136G3R3	15124	FEDERAL NATIONAL MORT. ASSOC.		06/14/2016	10,000,000.00	10,001,600.00	10,000,000.00	1.800	1.613	1,625	09/14/2021	
3136G3R3	15126	FEDERAL NATIONAL MORT. ASSOC.		08/29/2016	10,000,000.00	10,001,600.00	10,043,195.88	1.600	1.511	1,625	08/14/2021	
3136G3WK7	15128	FEDERAL NATIONAL MORT. ASSOC.		06/30/2016	10,000,000.00	9,792,200.00	10,000,000.00	1.220	1.220	1,184	03/30/2020	
3136G3WK7	15129	FEDERAL NATIONAL MORT. ASSOC.		06/30/2016	10,000,000.00	9,792,200.00	10,000,000.00	1.220	1.220	1,184	09/30/2020	
3136G3X23	16008	FEDERAL NATIONAL MORT. ASSOC.		07/28/2016	10,000,000.00	9,704,700.00	10,000,000.00	1.500	1.500	1,069	07/28/2021	
3136G3XY8	16009	FEDERAL NATIONAL MORT. ASSOC.		07/28/2016	10,000,000.00	9,856,300.00	10,000,000.00	1.000	1.782	1,069	07/28/2021	
3135G0N58	16016	FEDERAL NATIONAL MORT. ASSOC.		08/16/2016	10,000,000.00	9,884,200.00	9,995,625.00	1.200	1.217	957	08/16/2019	
3136G4CV3	16028	FEDERAL NATIONAL MORT. ASSOC.		09/30/2016	10,000,000.00	9,638,300.00	9,988,131.94	1.400	1.426	1,733	09/30/2021	
3136G4DF7	16034	FEDERAL NATIONAL MORT. ASSOC.		10/26/2016	10,000,000.00	9,705,800.00	10,000,000.00	1.500	1.500	1,667	07/26/2021	
3136G4EV1	16036	FEDERAL NATIONAL MORT. ASSOC.		10/28/2016	10,000,000.00	9,705,700.00	10,000,000.00	1.625	1.625	1,761	10/28/2021	
3136G4J3	16060	FEDERAL NATIONAL MORT. ASSOC.		12/28/2016	10,000,000.00	9,953,900.00	10,000,000.00	1.750	1.760	1,366	09/28/2020	
Subtotal and Average					680,000,000.00	670,340,600.00	679,972,709.80		1.630	1,464		

Medium Term Notes	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
03783AG5	12085	Apple Inc.		05/07/2013	10,000,000.00	10,022,700.00	10,010,759.12	1.131	0.678	487	05/03/2018
03783AQ3	14088	Apple Inc.		06/28/2015	10,000,000.00	10,084,900.00	10,060,365.83	2.100	1.832	855	05/06/2019
0258MDK2	15038	AMERICAN EXPRESS CREDIT		11/17/2015	10,000,000.00	10,039,900.00	10,009,489.68	2.125	2.080	806	03/16/2019
0840BHCJ6	14009	Bank of New York Mellon		11/10/2014	10,000,000.00	9,875,900.00	9,972,709.03	1.350	1.588	429	03/06/2018
0840BHC11	15006	Bank of New York Mellon		07/13/2015	10,000,000.00	10,079,700.00	10,075,943.82	2.100	1.593	577	08/01/2018
084664CH2	15106	BERKSHIRE HATHAWAY FINANCE		04/05/2016	10,000,000.00	10,128,400.00	10,036,000.65	1.653	1.357	803	03/15/2019
3696ZG5W0	13016	General Electric Company		10/28/2013	10,000,000.00	10,638,200.00	10,030,665.77	2.300	1.317	115	04/27/2017
3696ZG3H5	14019	General Electric Company		12/11/2014	10,000,000.00	10,307,500.00	10,289,135.81	5.625	1.430	257	09/15/2017
459200HZ7	14048	IBM CORP		02/11/2015	10,000,000.00	9,977,300.00	9,983,652.56	1.125	1.276	401	02/06/2018
459200HM6	15005	IBM CORP		07/13/2015	10,000,000.00	9,878,300.00	9,849,887.72	1.625	2.095	1,230	05/15/2020
48126DW39	12089	JP MORGAN CHASE BANK		06/04/2013	10,000,000.00	9,697,200.00	10,000,000.00	1.442	1.115	519	06/04/2018
594918AY0	14050	Microsoft Corp		02/23/2015	10,000,000.00	9,993,600.00	10,006,709.84	1.850	1.821	1,137	02/12/2020
594918BF0	15041	Microsoft Corp		11/24/2015	10,000,000.00	9,992,600.00	9,992,311.05	1.300	1.343	671	11/03/2018
80233P6S0	13073	Toyota Motor Credit Corp		06/26/2014	10,000,000.00	9,898,700.00	9,999,976.76	1.250	1.250	277	10/05/2017
89235TCG8	15014	Toyota Motor Credit Corp		09/01/2015	10,000,000.00	10,013,100.00	9,936,769.10	1.323	1.388	1,166	03/12/2020
89235TCP8	15050	Toyota Motor Credit Corp		12/04/2015	10,000,000.00	9,997,500.00	10,016,263.71	1.550	1.441	558	07/13/2018
90331HMH3	14025	US BANK NA CINCINNATI		12/29/2014	10,000,000.00	10,008,000.00	9,997,842.39	1.375	1.405	253	09/11/2017
94988RTD3	13047	WELLS FARGO & CO.		03/06/2014	10,000,000.00	9,947,300.00	10,000,000.00	1.366	1.087	794	03/06/2019
949748FD7	13087	WELLS FARGO & CO.		04/28/2014	10,000,000.00	10,022,300.00	10,030,911.10	2.100	1.205	127	05/08/2019
948748FU9	14003	WELLS FARGO & CO.		09/19/2014	10,000,000.00	10,052,400.00	9,977,025.59	2.125	2.230	841	04/22/2019
928903DT6	14013	WELLS FARGO & CO.		12/04/2014	10,000,000.00	10,130,500.00	10,264,584.94	5.750	1.180	165	06/15/2017

Portfolio PLCR
 NLJ AC
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**General Fund
Portfolio Management
Portfolio Details - Investments
December 31, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365 Maturity	Days to Maturity	
Medium Term Notes											
94974BFC0	14037	WELLS FARGO & CO.		01/22/2015	10,000,000.00	9,988,000.00	10,014,210.89	1.500	1.360	380	
94986RY11	15017	WELLS FARGO & CO.		09/25/2015	10,000,000.00	9,962,800.00	10,000,000.00	2.000	2.431	1,363	
92976GAM4	14002	WELLS FARGO BANK		07/23/2014	10,000,000.00	10,377,900.00	10,379,144.46	6.000	1.525	318	
931142D19	13029	WAL-MART STORES		12/16/2013	10,000,000.00	10,095,100.00	10,016,455.80	1.950	1.861	713	
		Subtotal and Average	250,972,015.75		250,000,000.00	251,165,300.00	250,913,215.62		1.515	608	
Negotiable Certificates of Deposit											
06538NLX3	16041	Bank Tokyo-Mit UF JNY		11/26/2016	20,000,000.00	20,002,400.00	20,000,000.00	0.720	0.730	26	
63873FY3	16046	NATEXIS BANQ POPULAIR NY		12/08/2016	20,000,000.00	19,998,000.00	20,000,000.00	0.650	0.659	36	
65602UFW5	16033	NORINCHUKIN BANK NY		10/25/2016	30,000,000.00	30,003,600.00	30,000,000.00	0.880	0.882	22	
86563YLG9	16046	SUMITOMO MITSUI TRUST NY		12/08/2016	30,000,000.00	29,999,700.00	30,000,000.00	0.520	0.527	4	
		Subtotal and Average	116,935,483.07		100,000,000.00	100,003,700.00	100,000,000.00		0.704	20	
Collateralized CDs											
SYS15116	15116	Community 1st Bank		05/20/2016	3,000,000.00	3,000,000.00	3,000,000.00	0.400	0.406	141	
SYS14020	16020	Five Star Bank		08/23/2016	3,000,000.00	3,000,000.00	3,000,000.00	0.450	0.456	234	
SYS15112	15112	RIVER CITY BANK		04/15/2016	6,000,000.00	6,000,000.00	6,000,000.00	0.500	0.507	106	
		Subtotal and Average	12,000,000.00		12,000,000.00	12,000,000.00	12,000,000.00		0.469	147	
Supranational											
45905UJL6	15065	INTL BANK RECON & DEVELOP		12/11/2015	10,000,000.00	9,979,410.00	9,998,744.44	1.200	1.208	571	
		Subtotal and Average	9,998,713.26		10,000,000.00	9,979,410.00	9,998,744.44		1.208	571	
Commercial Paper Disc. -Amortizing											
36164JNL4	16044	GE Capital Treasury LLC		12/08/2016	50,000,000.00	49,968,125.00	49,989,541.67	0.510	0.517	19	
		Subtotal and Average	84,172,915.32		50,000,000.00	49,968,125.00	49,989,541.67		0.517	19	
Local Agency Bond											
SYS13019B	13019B	Ackerman School District		10/31/2013	157,232.59	157,232.59	157,232.59	2.300	2.299	668	
SYS13072	13072	Mid Placer Public School Trans		06/13/2014	119,537.42	119,537.42	119,537.42	2.300	2.300	893	
SYS13068	13069	City of Rocklin Successor Agcy		05/01/2014	730,874.00	730,874.00	730,874.00	1.750	1.752	850	
		Subtotal and Average	1,016,585.28		1,007,644.01	1,007,644.01	1,007,644.01		1.902	827	

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General Fund
Portfolio Management
Portfolio Details - Investments
December 31, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM	Days to Maturity	Maturity Date
Local Agency Bonds											
SYS15022	15022	MIDDLE FORK JPA	80,142,822.86	04/01/2015	80,142,822.86	80,142,822.86	80,142,822.86	3.471	3.519	7,030	04/01/2036
		Subtotal and Average	80,142,822.86		80,142,822.86	80,142,822.86	80,142,822.86		3.519	7,030	
Rolling Repurchase Agreements - 2											
SYS000SWEEP	SWEEP	WFB REPURCHASE-SWEEP	94,625,304.70	03/01/2012	147,977,716.30	147,977,716.30	147,977,716.30		0.000	1	
		Subtotal and Average	94,625,304.70		147,977,716.30	147,977,716.30	147,977,716.30		0.000	1	
mPower Placer											
1415-2	1415-2	mPower Placer	2,007,721.07	06/04/2015	2,007,721.07	2,007,721.07	2,007,721.07	4.000	4.056	6,818	09/02/2035
2016NR-A	2016NR-A	mPower Placer	1,330,320.76	08/04/2016	1,330,320.76	1,330,320.76	1,330,320.76	3.000	3.042	7,549	09/02/2037
2016R-A	2016R-A	mPower Placer	8,202,786.57	07/07/2016	8,202,786.57	8,202,786.57	8,202,786.57	3.000	3.042	7,549	09/02/2037
		Subtotal and Average	10,462,944.43		11,540,828.40	11,540,828.40	11,540,828.40		3.218	7,422	
mPower - Folsom											
2016-MF4	2016-MF4	mPower Folsom	187,784.35	07/14/2016	187,784.35	187,784.35	187,784.35	1.250	1.267	7,184	09/02/2035
MFIA-2 NR	IA2-NR	mPower Folsom	1,655,578.93	08/08/2015	1,655,578.93	1,655,578.93	1,655,578.93	1.250	1.267	6,818	09/02/2035
MFIA-3	MFIA-3	mPower Folsom	1,011,888.95	09/01/2015	1,011,888.95	1,011,888.95	1,011,888.95	1.250	1.267	6,818	09/02/2035
MFR-1	MFR-1	mPower Folsom	356,031.84	09/01/2015	356,031.84	356,031.84	356,031.84	1.250	1.267	6,818	09/02/2035
		Subtotal and Average	3,211,284.07		3,211,284.07	3,211,284.07	3,211,284.07		1.267	6,839	
		Total and Average	1,360,950,047.80		1,431,478,750.85	1,422,834,385.85	1,432,259,289.46		1.487	1,481	

Portfolio PLCR
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PM (PRE_FMI2) 7.3.0

General Fund
 Portfolio Management
 Portfolio Details - Cash
 December 31, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity
Cash at Bank										
SYS000000	00000	PLACER COUNTY CASH			49,974,206.29	49,974,206.29	49,974,206.29		0.000	1
Undeposited Receipts										
SYS00000VAULT	00000VAULT	PLACER COUNTY CASH			282,204.53	282,204.53	282,204.53		0.000	1
Average Balance			0.00							
Total Cash and Investments			1,360,950,047.80		1,481,735,161.67	1,473,090,796.67	1,482,515,700.28		1.487	1,481

General Fund Purchases Report Sorted by Fund - Fund December 1, 2016 - December 31, 2016

CUSIP	Investment #	Fund	Sec. Type Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
06538NMV6	16045	1010	NCB BTMUFJ	20,000,000.00	12/06/2016	12/13 - At Maturity	20,000,000.00		0.450	12/13/2016	0.450	0.00
3133EGSS0	16043	1010	FAC FFCB	10,000,000.00	12/06/2016	06/08 - 12/06	10,000,000.00		2.000	12/08/2021	2.000	10,000,000.00
3616AJNL4	16044	1010	ACP GECTSY	50,000,000.00	12/06/2016	01/20 - At Maturity	49,968,125.00		0.510	01/20/2017	0.510	49,986,541.67
86563YLX9	16046	1010	NCB SUMIBK	30,000,000.00	12/06/2016	01/05 - At Maturity	30,000,000.00		0.520	01/05/2017	0.520	30,000,000.00
63873FY23	16048	1010	NCB NATXNY	20,000,000.00	12/08/2016	02/03 - At Maturity	20,000,000.00		0.650	02/08/2017	0.650	20,000,000.00
3133EGU37	16049	1010	FAC FFCB	10,000,000.00	12/14/2016	06/14 - 12/14	10,000,000.00		1.830	12/14/2020	1.830	10,000,000.00
09659JMP5	16050	1010	ACP BNPFFNY	50,000,000.00	12/16/2016	12/23 - At Maturity	49,993,368.89		0.680	12/23/2016	0.680	0.00
3133EGU06	16051	1010	ACP BNPFFNY	40,000,000.00	12/16/2016	12/23 - At Maturity	39,994,711.11		0.680	12/23/2016	0.680	0.00
63873JMV9	16052	1010	FAC FFCB	10,000,000.00	12/19/2016	06/19 - 12/19	10,000,000.00		1.500	12/19/2019	1.500	10,000,000.00
63873JMV9	16055	1010	ACP NATXNY	50,000,000.00	12/22/2016	12/29 - At Maturity	49,993,388.89		0.680	12/29/2016	0.680	0.00
3133EG280	16056	1010	ACP NATXNY	10,000,000.00	12/22/2016	12/29 - At Maturity	9,999,677.78		0.680	12/29/2016	0.680	0.00
3133EG280	16054	1010	FAC FFCB	10,000,000.00	12/23/2016	06/23 - 12/23	10,000,000.00		2.350	06/23/2021	2.350	10,000,000.00
3133EG280	16057	1010	FAC FFCB	10,000,000.00	12/23/2016	06/23 - 12/23	9,998,000.00		2.365	06/23/2021	2.365	9,998,000.88
3130AAEF1	16053	1010	FAC FHLB	10,000,000.00	12/23/2016	06/23 - 12/23	10,006,500.00		2.150	12/23/2021	2.150	10,006,211.11
09659JMV4	16058	1010	ACP BNPFFNY	30,000,000.00	12/27/2016	12/28 - At Maturity	29,999,450.00		0.660	12/28/2016	0.660	0.00
09659JMV4	16059	1010	ACP BNPFFNY	50,000,000.00	12/27/2016	12/28 - At Maturity	49,999,083.33		0.660	12/28/2016	0.660	0.00
09659JMV2	16061	1010	ACP BNPFFNY	50,000,000.00	12/28/2016	12/29 - At Maturity	49,999,083.33		0.680	12/29/2016	0.680	0.00
09659JMV2	16062	1010	ACP BNPFFNY	40,000,000.00	12/28/2016	12/29 - At Maturity	39,999,266.67		0.660	12/29/2016	0.660	0.00
3136G4JJ3	16060	1010	FAC FNMA	10,000,000.00	12/28/2016	03/28 - 09/28	10,000,000.00		1.750	09/28/2020	1.750	10,000,000.00
09659JMV0	16065	1010	ACP BNPFFNY	50,000,000.00	12/29/2016	12/30 - At Maturity	49,999,083.33		0.680	12/30/2016	0.680	0.00
09659JMV0	16066	1010	ACP BNPFFNY	40,000,000.00	12/29/2016	12/30 - At Maturity	39,999,266.67		0.680	12/30/2016	0.680	0.00
3133EG2P9	16063	1010	FAC FFCB	10,000,000.00	12/29/2016	06/29 - 12/29	10,000,000.00		2.320	12/29/2021	2.320	10,000,000.00
3133EG2P9	16064	1010	FAC FFCB	10,000,000.00	12/29/2016	06/29 - 12/29	10,000,000.00		2.320	12/29/2021	2.320	10,000,000.00
3130AAFK0	16067	1010	FAC FHLB	10,000,000.00	12/30/2016	06/30 - 12/30	10,000,000.00		2.000	12/30/2021	2.000	10,000,000.00
3130AAJ58	16069	1010	FAC FHLB	10,000,000.00	12/30/2016	03/30 - 09/30	10,000,000.00		1.750	03/30/2020	1.750	10,000,000.00
3130AACF3	16070	1010	FAC FHLB	10,000,000.00	12/30/2016	06/30 - 12/30	10,000,000.00		2.150	12/30/2021	2.150	10,000,000.00
3130AAF68	16072	1010	FAC FHLB	10,000,000.00	12/30/2016	06/30 - 12/30	10,000,000.00		2.200	12/30/2021	2.200	10,000,000.00
3130AAF68	16073	1010	FAC FHLB	10,000,000.00	12/30/2016	06/30 - 12/30	10,000,000.00		2.200	12/30/2021	2.200	10,000,000.00
3134GAD76	16068	1010	FAC FHLMC	10,000,000.00	12/30/2016	06/30 - 12/30	10,000,000.00		2.000	12/30/2021	2.000	10,000,000.00
3134GAC77	16071	1010	FAC FHLMC	10,000,000.00	12/30/2016	06/30 - 12/30	10,000,000.00		2.450	12/30/2021	2.450	10,000,000.00
			Subtotal	690,000,000.00			689,948,025.00		0.00			259,990,762.66



General Fund
Purchases Report

December 1, 2016 - December 31, 2016

CUSIP	Investment #	Fund	Sec. Type Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
Total Purchases				689,000,000.00			689,948,025.00	0.00				259,990,762.66



**General Fund
Summary by Issuer
December 31, 2016**

Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
Apple Inc.	2	20,000,000.00	20,139,380.00	1.36	1.256	671
Ackerman School District	1	157,232.59	157,232.59	0.01	2.299	668
AMERICAN EXPRESS CREDIT	1	10,000,000.00	10,014,300.00	0.67	2.080	806
Bank of New York Mellon	2	20,000,000.00	20,073,400.00	1.35	1.591	503
BERKSHIRE HATHAWAY FINANCE	1	10,000,000.00	10,074,900.00	0.68	1.357	803
Bank Tokyo-Mit UFJ NY	1	20,000,000.00	20,000,000.00	1.35	0.730	26
Community 1st Bank	1	3,000,000.00	3,000,000.00	0.20	0.406	141
FEDERAL FARM CREDIT BANK	21	210,000,000.00	209,951,700.00	14.13	1.625	1,300
FEDERAL HOME LOAN BANK	16	160,000,000.00	159,984,500.00	10.77	1.745	1,315
FED HOME LOAN MORT CORP	13	130,000,000.00	130,000,000.00	8.75	1.709	1,626
FEDERAL NATIONAL MORT. ASSOC.	18	180,000,000.00	180,000,000.00	12.12	1.476	1,404
Five Star Bank	1	3,000,000.00	3,000,000.00	0.20	0.456	234
General Electric Company	2	20,000,000.00	21,468,500.00	1.44	1.374	187
GE Capital Treasury LLC	1	50,000,000.00	49,968,125.00	3.36	0.517	19
IBM CORP	2	20,000,000.00	19,740,600.00	1.33	1.683	813
INTL BANK RECON & DEVELOP	1	10,000,000.00	9,997,900.00	0.67	1.208	571
JP MORGAN CHASE BANK	1	10,000,000.00	10,000,000.00	0.67	1.115	519
MIDDLE FORK JPA	1	80,142,822.86	80,142,822.86	5.39	3.519	7,030
Mid Placer Public School Trans	1	119,537.42	119,537.42	0.01	2.300	893
mPower Folsom	4	3,211,284.07	3,211,284.07	0.22	1.267	6,839
mPower Placer	8	47,139,283.61	47,190,047.61	3.18	3.831	7,138
Microsoft Corp	2	20,000,000.00	20,001,600.00	1.35	1.582	904
NATEXIS BANQ POPULAIR NY	1	20,000,000.00	20,000,000.00	1.35	0.659	56

General Fund
 Summary by Issuer
 December 31, 2016

Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
NORINCHUKIN BANK NY	1	30,000,000.00	30,000,000.00	2.02	0.892	22
PLACER COUNTY CASH	2	50,256,410.82	50,255,410.82	3.38	0.000	1
RIVER CITY BANK	1	6,000,000.00	6,000,000.00	0.40	0.507	105
City of Rocklin Successor Agey	1	730,874.00	730,874.00	0.05	1.752	650
SUMITOMO MITSUI TRUST NY	1	30,000,000.00	30,000,000.00	2.02	0.527	4
U.S. TREASURY N/B	5	50,000,000.00	49,782,969.75	3.35	1.196	793
Toyota Motor Credit Corp	3	30,000,000.00	29,938,000.00	2.01	1.350	665
US BANK NA CINCINNATI	1	10,000,000.00	9,982,000.00	0.67	1.405	253
WELLS FARGO & CO.	5	60,000,000.00	61,396,300.00	4.13	1.580	610
WELLS FARGO BANK	1	10,000,000.00	11,438,300.00	0.77	1.525	318
WFB REPURCHASE-SWEEP	1	147,977,716.30	147,977,716.30	9.96	0.000	1
WAL-MART STORES	1	10,000,000.00	10,042,000.00	0.68	1.861	713
Total and Average	126	1,481,735,161.67	1,485,807,409.42	100.00	1.436	1,431

WESTERN PLACER UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Approval of Out of State Travel

AGENDA ITEM AREA

Consent

REQUESTED BY:

Susan Watkins *SK*
Director Special Education

ENCLOSURES:

No

DEPARTMENT:

Special Education

FINANCIAL INPUT/SOURCE:

Mental Health

MEETING DATE:

February 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

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

Amy Pettersen (Program Specialist) and Vincent Hurtado (School Psychologist), will be traveling to Piedmont, MO for 4 days to assess a special education student placed in a private boarding school, per a mediated agreement. Student has an IEP due 2/24/2017 we are required to have updated assessment to hold the students IEP.

Total cost:

Airfare: \$1,131.20, Hotel: 948.54 and Car Rental \$115.77. Total: \$2195.51
This does not include meals.

RECOMMENDATION:

Administration recommends Board approval for this out of state travel request for the purpose of assessing student prior to the IEP meeting.

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

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

SUBJECT:

Ratify Contract between Nor-Cal Roofing Inc. and Western Placer Unified School District

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick, 
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Fund 35 Facilities

MEETING DATE:

February 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

Attached is the contract between Nor-Cal Roofing, Inc. and Western Placer Unified School District for services related to removing the 9 existing skylights on the Lincoln High School Dale Pence Gymnasium. Nor-Cal Roofing will replace the existing skylights with Sunoptics multi light skylights. The services will cover a warranty against leaks and hail damage for 5 years. The estimated time to complete this service is one week and will be done while school is out of session.

The cost of these services is \$35,490.00 and will be paid with Fund 35 Facilities.

RECOMMENDATION:

Administration recommends Board ratify the contract with Nor-Cal Roofing, Inc. and Western Placer Unified School District.

1/26/2017

Repair Estimate

Nor-Cal Roofing, Inc.
6111 Warehouse Way
Sacramento, Ca. 95826
Phone (916) 368-7663
Fax (916) 361-7663
Prepared by: Tony Faryniarz

Customer: Western Placer School District
Address: 600 6th Street
City: Lincoln, Ca. 95648
Phone: (916) 206-4492
Fax: (916) 645-4016
Contact: Stan Brandl

Job: Lincoln High School

Work Description

Remove existing 9 skylights on barrel portion of roof, crane to the ground, load into truck and haul away and dispose of. Crane to rooftop and install 9 new Sunoptics MLT double hip multi light SB800 skylights (complete frames and glass) on existing curbs. Secure each skylight with screws per Manufacturer instructions. These skylights are warranted against leaks and hail damage up to 1" for a period of 5 years and are non prorated. Nor-Cal Roofing warrants the labor and workmanship on the installation of the skylights for a period of one year.

Total cost.....35,490.00



Acceptance Signature and Date

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

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


SUBJECT:

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

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick 
Assistant Superintendent of Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Parent Donations/Fundraising

MEETING DATE:

February 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with Pacific Environmental Education Center and Lincoln Crossing Elementary School for an outdoor educational program for the 2016-17 school year. The services include a 4-day stay for 100 students at Pacific Environmental Education Center. The cost of these services is \$17,380 and will be paid with the parent donations and fundraising.

RECOMMENDATION:

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

Contract for Services

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

PEEC will provide:

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

School to provide:

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

Fee Schedule

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

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

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

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

Contract for Services (Page 2)

PEEC trip for Fall/Spring 2017

School Lincoln Crossing Telephone (916) 434-5272

School Address 635 Grandview Ln Lincoln, CA 95648

Teacher Wright Principal Mark Rodriguez

Approximate number of students 100 Grade attending 5th

Program Date May 23-26, 2017

Fee per student \$165 Fee per chaperone \$80 x 11

Estimated Total Fee 10900 + 980 = 11,880

Deposit status \$1000 paid

Estimated 1st payment 1/2 total Due April 24, 2017

Estimated final payment remainder Due on arrival

Students will arrive by: School Bus Charter Bus Private Vehicles

[Signature]
School Signature

Date

PEEC Signature

Date

Asst Supt of Business Svcs and Operations

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

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

Public Hearing

**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.

AGENDA ITEM:

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

SUBJECT AREA:

Public Hearing

REQUESTED BY:

Michael Adell,
Director of Facilities

ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Developer Funds-Fund 25

MEETING DATE:

February 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

Education Code section 17211 requires that a public hearing be held prior to commencing the acquisition of real property for a new school site or an addition to an existing school site. The governing board of a school district shall evaluate the property at a public hearing using the site selection standards established by the State Department of Education.

This hearing is to evaluate the possible acquisition of the following properties; 0.20 acres of property from Dawn L. Mowat Kozloski, 0.20 acres of property from Lois C. Mowat Living Trust, and 0.15 acres of property from Hardesty 2007 Revocable Trust, all of which are adjacent to our current Lincoln High School site.

The district is continuing to evaluate the Property for suitability and has not completed educational or site master planning of the Property.

Upon any Project on site, and in conjunction with the School Site Evaluation, the district will also stay in compliance with California Department of Education, and CEQA requirements.

RECOMMENDATION:

Board of Trustees conduct a public hearing as required per Education Code 17211.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Western Placer Unified School District (“District”) will hold a public hearing on the suitability of real property for use as an expansion to an existing school site for the District, pursuant to the requirements of California Education Code section 17211. The property that is proposed for the expansion consists of three parcels, APNs 008-043-006-000, 008-043-007-000 and 008-081-012-000, located adjacent to Lincoln High School at 790 J Street, Lincoln, California.

The hearing will be held at 7:00 p.m., or as soon thereafter as the matter may be heard, on February 7, 2017, at the District Office, City Hall Building, 600 Sixth Street, 1st Floor, Lincoln, California.

Please contact Scott Leaman, Superintendent at (916) 645-6350, if you have questions about this matter or desire more information prior to the public hearing.

Clerk of the Board of Trustees,
Western Placer Unified School District

Dated: February 2, 2017

SCHOOLSITE EVALUATION –

FINDINGS REQUIRED UNDER EDUCATION CODE § 17211

(excludes most CEQA and eminent domain requirements)

_____ 1. Submission of proposed school construction to the city Planning Commission to determine whether the proposed project complies with the city's general plan. The Planning Commission shall render a report within 40 days as to the conformity of the project with the general plan. (Gov't Code 65401, 65402; 5 CCR 14011(f), P.R.C. 21151.2.)

_____ 2. Verify that the acreage and enrollment for the new school site meets the requirements set forth in "School Site Analysis and Development" (1996 Edition), published by the State Department of Education, pp. 14-20. (5 CCR § 14010 (a).) Alternatively, if the land does not meet those requirements, the District must show that: sufficient land is not available due to pre-existing development; sufficient land is available, but the cost of mitigating geological or environmental hazards renders the site(s) economically unfeasible, or the land is not located near the population to be served by the school and transportation would be a financial hardship. (5 CCR § 14010 (a).)

If site is less than recommended acreage required, the District must demonstrate how students will be provided an adequate educational program including physical education as described in the District's adopted course of study. (5 CCR 14010(b).)

_____ 3. Verify that the property line of the site, even if a joint use agreement, is at least (1) 100 feet for 50-133 KV line, (2) 150 feet for 220-230 KV line, (3) 350 feet for 500-550 KV line – from the edge of power line easements. (5 CCR § 14010 (c).)

_____ 4. Verify that the site is sufficient distance from a railroad track easement. If within 1500 feet of RR track easement, safety study must be done by competent professional trained in assessing cargo, frequency, speed, schedule of railroad traffic, grade, curves, type of track and condition of track need for sound/safety barriers, need for pedestrian and vehicle safeguards at RR crossings, presence of high pressure gas lines near tracks that might rupture to determine that it poses no personal injury or property damage risk on the school site in the event of a derailment or other disaster. Prepare evacuation plan and identify possible/reasonable mitigations measures. (5 CCR § 14010 (d).)

_____ 5. Verify that the site is not adjacent to a road or freeway that any site-related traffic and sound level studies have determined will have safety problems or sound levels which adversely affect the educational program. (5 CCR § 14010 (e).)

_____ 6. Verify that the site does not contain an active earthquake fault or fault trace. (5 CCR § 14010 (f); Ed.C. §§17212, 17212.5.)

_____ 7. Verify that the site is not within an area of flood or dam flood inundation, or, if so, that the cost of mitigating the flood or inundation impact is reasonable. (5 CCR § 14010 (g).)

- _____ 8. Verify that the site is not located near an above-ground water or fuel storage tank or within 1500 feet of easement of an above-ground or underground pipeline that can pose a safety hazard as determined by a risk analysis study by competent professional. (5 CCR § 14010 (h).)
- _____ 9. Verify that the site is not subject to moderate to high liquefaction or landslides. (5 CCR § 14010 (i).)
- _____ 10. Verify that the shape of the site has a proportionate length to width ratio to accommodate building layout, parking and play fields that can be safely supervised and does not exceed the allowed passing time to classes for the District. (5 CCR § 14010 (j).)
- _____ 11. Verify that the site is easily accessible from arterial roads and shall allow minimum peripheral visibility from the planned driveways in accordance with the Sight Distance Standards established in the "Highway Design Manual", Table 201.1, published by the Department of Transportation, July 1, 1990 edition. (5 CCR § 14010 (k).)
- _____ 12. Verify that the site is not on major arterial streets with a heavy traffic pattern as determined by site-related traffic studies including those that require student crossings unless a mitigation plan is developed that complies with the "School Area Pedestrian Safety" manual, California Department of Transportation, 1987 edition. (5 CCR § 14010 (l).)
- _____ 13. Verify that the existing or proposed zoning of the surrounding properties is compatible with schools in that the zoning does not pose a potential health or safety risk to students or staff. (5 CCR § 14010 (m), Ed. Code § 17213; Gov. C. §65402.)
- _____ 14. Verify that the site is located within the proposed attendance area to encourage student walking and avoid excessive bussing, unless bussing is used to promote ethnic diversity. (5 CCR § 14010 (n).)
- _____ 15. Verify that the site promotes joint use of parks, libraries, museums and other public services, the acreage of which may be included as part of recommended acreage as stated in #2 above. (5 CCR § 14010 (o).)
- _____ 16. Verify that the site is conveniently located for public services including but not limited to police and fire protection, public transit, and trash disposal. (5 CCR § 14010 (p).)
- _____ 17. Verify that the District has considered environmental factors of light, wind, noise, aesthetics and air pollution. (5 CCR § 14010(q).)
- _____ 18. Verify that the easements on or adjacent to the site shall not restrict access or building placement. (5 CCR § 14010 (r).)
- _____ 19. Verify that the District has considered the cost and complications of the distance of the utilities to the site and cost of bringing utilities to the site and concluded that these factors will not result in undue delays or unreasonable costs consistent with State Allocation Board standards. (5 CCR § 14010 (s)(1).)

_____ 20. Verify that the District has considered the cost and complications of site preparation, including grading, drainage, demolition, hazardous clean-up, including clean-up of indigenous materials such as serpentine rock, and off-site development of streets, curbs, gutters, and lights and concluded that these factors will not result in undue delays or unreasonable costs consistent with State Allocation Board standards. (5 CCR § 14010 (s)(2).)

_____ 21. Verify that the District has considered the cost and complications of eminent domain, relocation costs, severance damages, title clearance and legal fees, as applicable, and concluded that these factors will not result in undue delays or unreasonable costs consistent with State Allocation Board standards. (5 CCR § 14010 (s)(3).)

_____ 22. Verify that the District has considered the cost and complications of the long-term high maintenance or landscaping costs and concluded that these factors will not result in undue delays or unreasonable costs consistent with State Allocation Board standards. (5 CCR § 14010 (s)(4).)

_____ 23. Verify that the District has considered the cost and complications of whether the site contains any wildlife habitat that is on a state or federal protected or endangered species list, or contains wetlands, natural waterways or areas that might support migratory species, or contains evidence of any environmentally sensitive vegetation and concluded that these factors will not result in undue delays or unreasonable costs consistent with State Allocation Board standards. (5 CCR § 14010 (s)(5).)

_____ 24. If proposed site is on or within 2,000 feet of significant disposal of hazardous waste, the District must contact Department of Toxic Substances control for determination of whether the property should be considered a Hazardous Waste Property or Border Zone Property. (5 CCR § 14010(t); see also Ed.C. §17213(a)(1).)

NOTE: The District may request exemptions to any of the foregoing standards except for item number one from the Superintendent of Public Instruction if the District can demonstrate that “mitigation of specific circumstances overrides a standard without compromising a safe and supportive school environment.” (CCR § 14010(u).)

_____ 25. Board must evaluate property at a public hearing using site selections standards established by State Dept. of Ed. (Education Code §17211)

_____ 26. Verify that competent personnel have investigated the site and that the final site selection has been determined by an evaluation of all factors affecting the public interest, not just on the basis of raw land cost. (Education Code § 17212.)

_____ 27. Verify that the site is not in a “special studies zone” or designated as “geologically hazardous,” as defined by Government Code section 65302. If so, a geological study must be completed which assesses the nature of the site and potential for earthquake or other geological hazard damage, and the cost of mitigating the risk factors. (Education Code §§ 17212, 17212.5.)

_____ 28. Verify the District has, in preparing the environmental impact report or negative declaration, has consulted with administering agency in which the site is located and with any air

pollution control district or air quality management district having jurisdiction in the area.
(Education Code § 17213(b).)

_____ 29. Verify that there are no facilities within one-fourth mile of the site which “might reasonably be anticipated to emit hazardous air emissions, or to handle hazardous or acutely hazardous materials, substances, or waste.” (Education Code § 17213(b).) (Site may still be purchased if the District makes further findings set forth in Education Code § 17213 (c).)

_____ 30. Verify whether the proposed site is within 2 miles of an airport, in which case the District must give written notice of the proposed purchase to the State Dept. of Education who in turn notifies the Department of Transportation, which must issue a report as to whether it favors acquisition of the property for a school site. (Education Code § 17215.) If the report favors acquisition, the District must hold a public hearing on the matter prior to acquiring or leasing the site. If the report does not favor the acquisition or lease, the governing board or charter school may not acquire title to or lease the property; no state funds or local funds may be apportioned or expended for the acquisition or lease of that site, construction of any school building on that site, or for the expansion of any existing site to include that site. *(Not applicable to site acquired prior to 1/1/66 nor to additions or extension to those sites.)

_____ 31. Verify whether the school site is contiguous to existing boundaries of the District, in which case the District must submit a report to the county’s committee on school district organization, which then must issue a report of its recommendations. (Education Code § 17217)

_____ 32. Verify whether the site is within an agricultural preserve, in which case the District must submit a report to the State Director of Conservation. (Gov’t. Code § 51291.)

_____ 33. Verify whether the District is receiving more than 50 percent of funding for the school construction from the State Allocation Board pursuant to the Leroy F. Greene State School Building Lease-Purchase Law of 1976, and if so, whether the State has designated the District as a self-certified District. (Education Code §§17000, et seq.; CCR § 14011.) If more than 50% of the funding will come from the State and the District is not self-certified, additional findings should be made consistent with CCR § 14011.

If receiving funding under the Leroy F. Greene School Facilities Act of 1998:

_____ 34. Contract with an environmental assessor to conduct a Phase I environmental assessment of the proposed school site. (Education Code §17213.1(a).) The Phase I environmental assessment shall contain one of the following recommendations:

(A) A further investigation of the site is not required; or

(B) A preliminary endangerment assessment is needed, including sampling or testing, to determine the following:

(i) If a release of hazardous material has occurred and, if so, the extent of the release.

(ii) If there is the threat of a release of hazardous materials.

(iii) If a naturally occurring hazardous material is present.

If the Phase I environmental assessment concludes that further investigation of the site is not required, the assessment together with all documentation related to the proposed acquisition shall be submitted to the Department of Toxic Substances Control ("DTSC"). The DTSC then has 30 days decide whether to approve the assessment. (Education Code §17213.1(a)(2).)

_____ 35. If the Phase I assessment or the Department of Toxic Substances Control determines that a preliminary endangerment assessment is needed:

Contract with an environmental assessor or enter an agreement with DTSC for a preliminary endangerment assessment. The assessment shall be made available for public review for at least 30 days, and shall be submitted to the DTSC, which shall approve or disapprove the assessment within 60 days. If the assessment is not approved, the DTSC shall inform the District of the actions necessary to obtain approval. (Education Code §17213.1(a)(4).)

If the preliminary endangerment assessment determines that a release of hazardous materials has occurred, that there is a threat of such a release, or that naturally occurring hazardous material is present, and the DTSC approves this determination, the District may still seek approval from the State DOE after preparing a financial analysis of the costs arising from acquiring the site, and assessing the benefits of the site compared to alternative sites. (Education Code §17213.1(a)(10).)

If not receiving funding under the Leroy F. Green School Facilities Act of 1998:

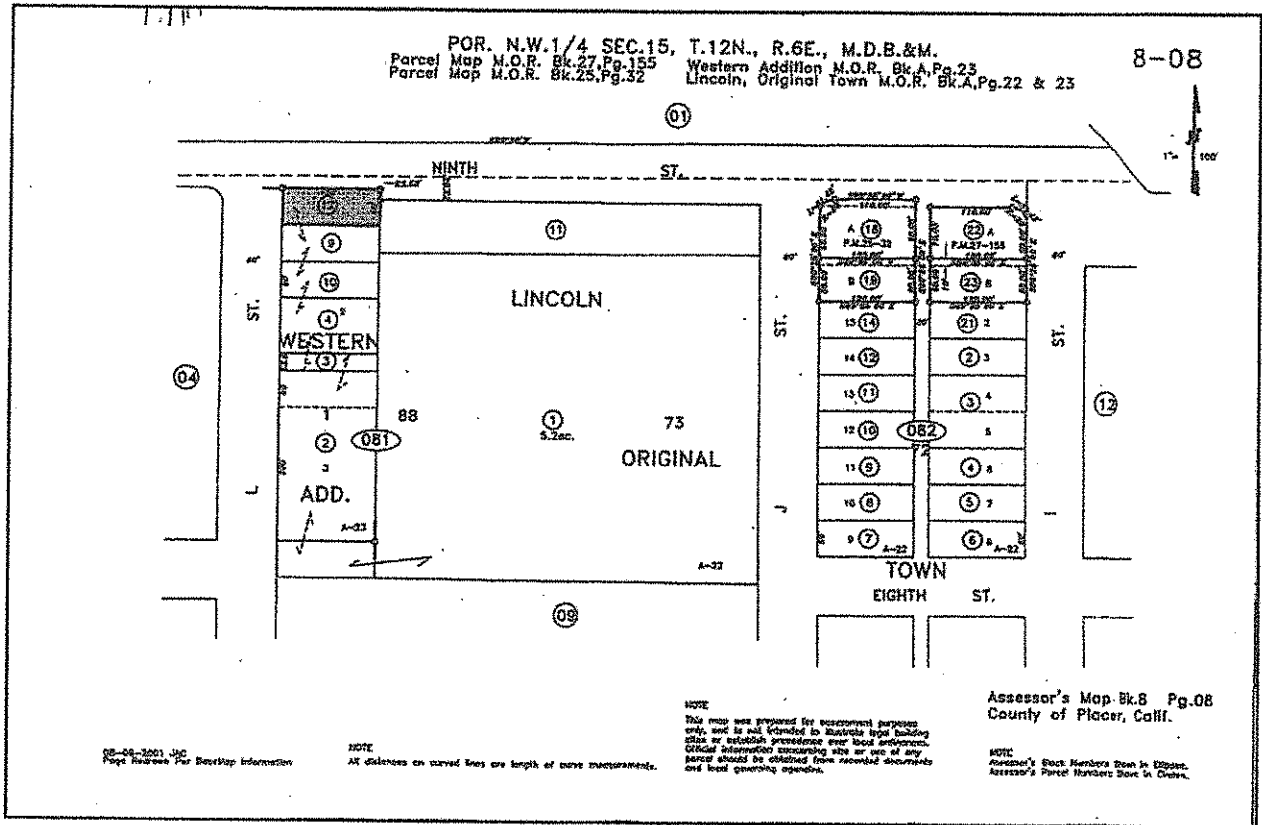
_____ 36. Verify the site is not currently or formerly a hazardous substance release site or a solid waste disposal site. (Education Code § 17213(a).)

_____ 37. Verify the site is not a hazardous substance release site identified by the State Department of Health Services in a current list adopted pursuant to §25356 of the Health & Safety Code for removal or remedial action pursuant to Chapter 6.8 of Division 20 of Health and Safety Code. (Education Code § 17213(a).)

_____ 38. Verify the site does not contain one or more pipelines, situated underground or above ground, which carries hazardous substances, acutely hazardous materials, or hazardous wastes. (Education Code § 17213(a).)

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PROPERTY LEGAL DATA



Location

The subject is located along the south line of 9th Street, west of J Street, within the city of Lincoln, Placer County, California.

Street Address

1184 9th Street
 Lincoln, California 95648

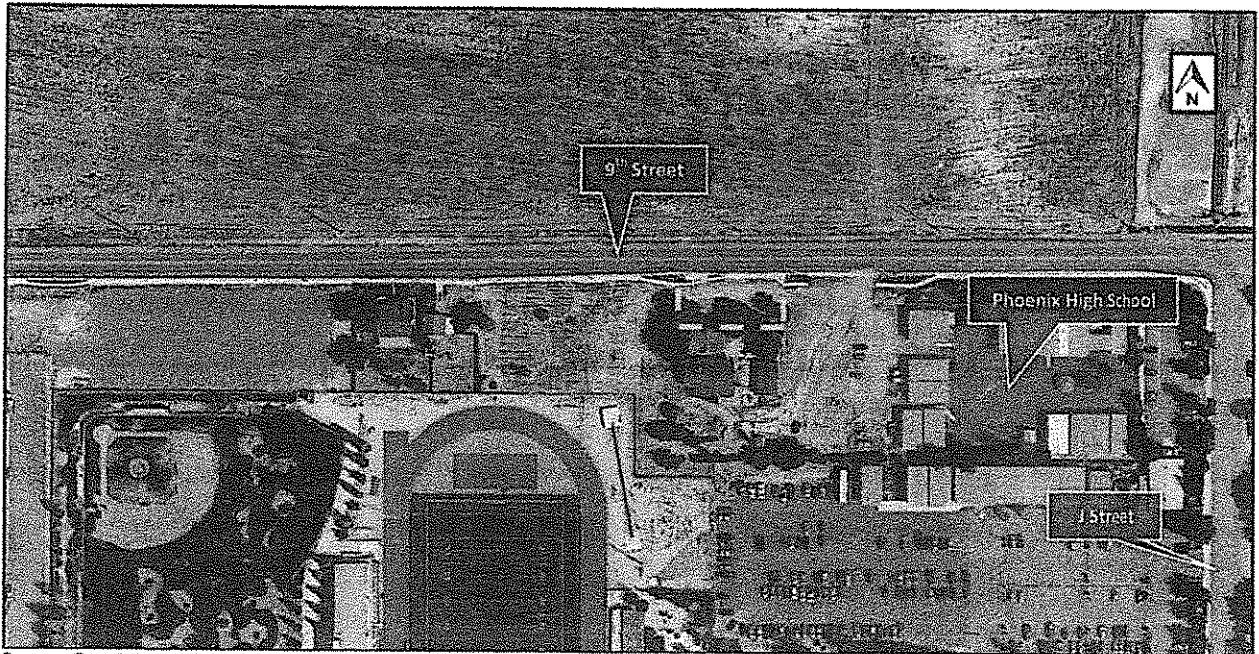
Assessor's Parcel Number

The subject property is situated within the confines of a single Assessor's parcel identified as 008-081-012.

Owner(s) of Record

Title to the subject property is vested with William Leland & Nancy Hardesty.

SITE DESCRIPTION



Source: Google Maps; Boundaries are approximate.

Assessor's Parcel Number:

008-081-012

Land Area:

6,500± square feet

There is currently an 80 foot wide strip of vacant land owned by the city situated adjacent to the west of the subject. This land was originally designated by the city to be part of L Street; however, the street was never developed. A representative of the Lincoln Planning Department indicated that the city would most likely be willing to abandon the strip of land and deed over portions of the property to adjacent land owners. The portion of land that would be deeded over to the subject's owner would extend the subject property's northern and southern borders 40 feet to the west. Because this additional land area is only speculative as of the date of value, it is not included as part of our analysis.

Topography:

The topography is generally level and the site is at street grade.

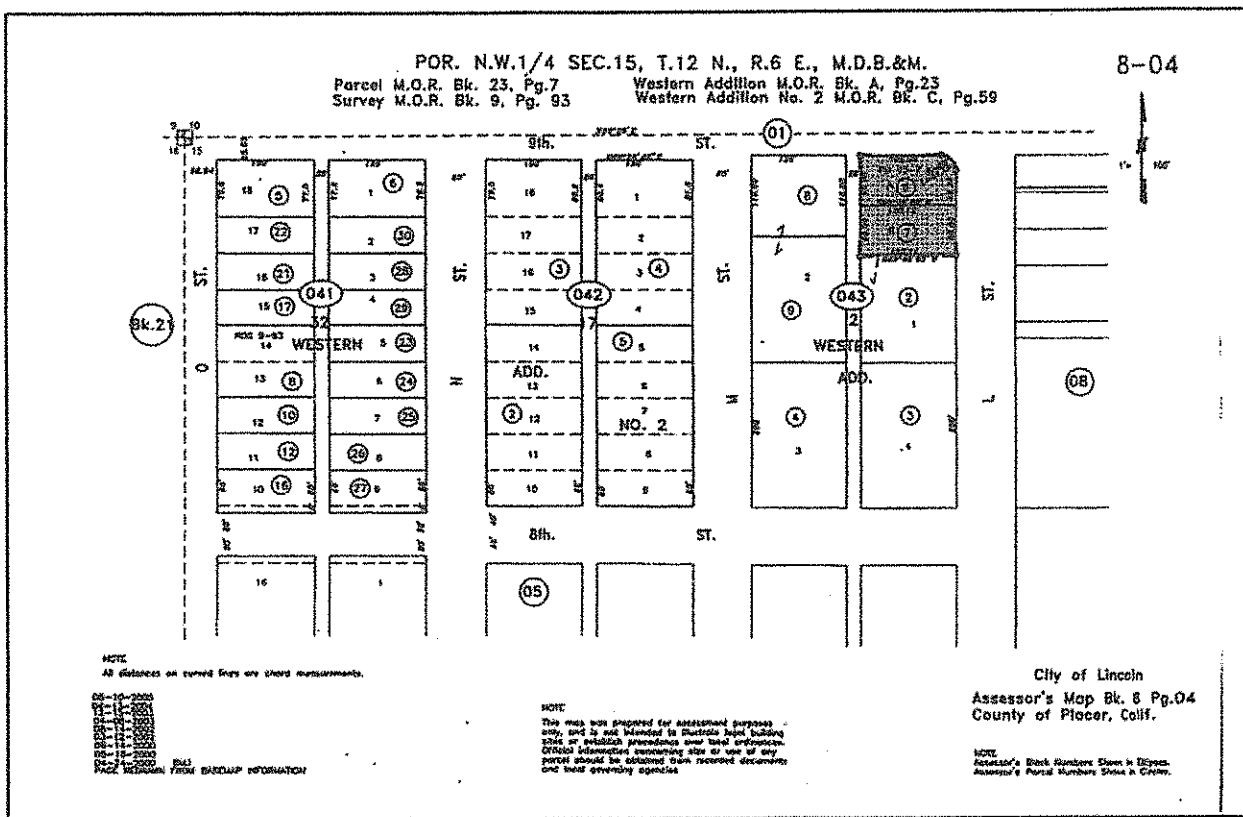
Shape:

Rectangular

Soils:

The appraiser has not been provided a soils report to determine the load bearing capacity of the subject property. No adverse subsoil conditions are apparent.

PROPERTY LEGAL DATA



Location

The subject is located along the south line of 9th Street, west of J Street, within the city of Lincoln, Placer County, California.

Street Address

Street addresses have not yet been assigned.

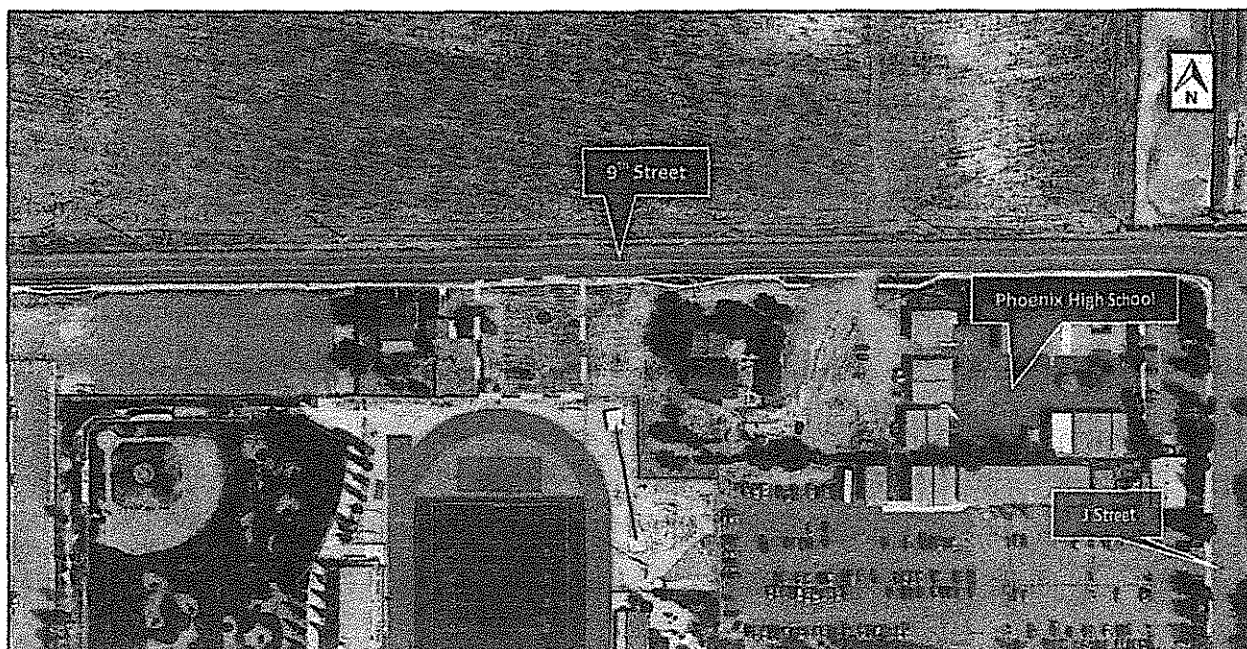
Assessor's Parcel Number

The subject property is situated within the confines of two Assessor's parcels identified as 008-043-006 & -007.

Owner(s) of Record

Title to the subject property is vested with Don A. and Lois C. Mowat.

SITE DESCRIPTION



Source: Google Maps; Boundaries are approximate.

Assessor's Parcel Number: 008-043-006 & -007

Land Area

008-043-006:	8,789± square feet
008-043-007:	<u>8,848± square feet</u>
Total:	17,637± square feet

There is currently an 80 foot wide strip of vacant land owned by the city situated adjacent to the east of the subject. This land was originally designated by the city to connect L Street to 9th Street; however, this portion of the street was never developed. A representative of the Lincoln Planning Department indicated that the city would most likely be willing to abandon the strip of land and deed over portions of the property to adjacent land owners. The portion of land that would be deeded over to the subject's owner would extend the subject property's northern and southern borders 40 feet to the east. Because this additional land area is only speculative as of the date of value, it is not included as part of our analysis.

Topography: The topography is generally level and the site is at street grade.

Shape: Rectangular

INFORMATION

DISCUSSION

ACTION

ITEMS

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:

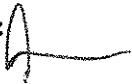
Resolution No. 16/17.19 Regarding the Purchase of Real Property Adjacent to Lincoln High School (Parcel 008-043-006)

AGENDA ITEM AREA:

Action

REQUESTED BY:

Michael Adell
Director of Facilities



ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Developer Fees Fund 25

MEETING DATE:

February 7, 2017

ROLL CALL REQUIRED:

Yes

BACKGROUND:

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

The district is continuing to evaluate the Property for suitability and has not completed educational or site master planning of the Property.

In conjunction with the School Site Evaluation, staff will also stay in compliance with California Department of Education, and CEQA requirements. Part of the process in purchasing the site is a public hearing to accept comments and testimony from the public with regards to the site purchase and land use.

The attached draft purchase agreement and resolution states that the District has held a public hearing and considered all comments, will comply with California Department of Education Title 5 standards, and allows District staff to move forward with the purchase of this property.

RECOMMENDATION:

Staff recommends the Board of Trustees adopt Resolution No. 16/17.19 Regarding the Purchase of Real Property Adjacent to Lincoln High School (Parcel 008-043-006).

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 16/17.19**

**EVALUATION OF PROPERTY IN ACCORDANCE WITH SITE
SELECTION STANDARDS AND AUTHORIZATION TO ENTER
INTO A PURCHASE AND SALE AGREEMENT FOR THE
PROPERTY (APN 008-043-006-000)
OWNER: DAWN L. MOWAT KOZLOSKI**

WHEREAS, the Board of Trustees (the "Board") of the Western Placer Unified School District (the "District") has indicated a desire to acquire property adjacent to the Lincoln High School for the future expansion of the school campus (the "Project"); and

WHEREAS, the District has selected, as the most suitable site for the Project, a parcel of property (APN 008-043-006-000) (the "Property"), which Property includes approximately 0.20 acres of real property located in Placer County; and

WHEREAS, the Property has been made available for purchase; and

WHEREAS, the Property is owned by Dawn L. Mowat Kozloski ("Seller"), who desires to sell the Property for the sum of \$52,500 for such school facility purposes; and

WHEREAS, initial investigations of the Property indicate that it is a desirable acquisition for future use as a school site; and

WHEREAS, the Board desires to purchase the Property for the purposes of constructing the Project; and

WHEREAS, California Education Code Section 17211 requires, prior to acquisition of real property for a new school, that the board of trustees of a school district shall evaluate the property at a public hearing using site selection standards established by the State Department of Education; and

WHEREAS, notice that the District will hold a public hearing in accordance with Education Code Section 17211 was provided to the public within a reasonable period prior to the hearing; and

WHEREAS, the public was given the opportunity to comment on the conformity of the proposed school site with the State Department of Education site selection standards at the public hearing; and

WHEREAS, the District is continuing to evaluate the Property for suitability and has not completed educational or site master planning of the Property; and

WHEREAS, the purchase of the Property is itself a "project" for purposes of the California Environmental Quality Act ("CEQA") and so requires CEQA review and the

preparation of appropriate CEQA documentation before it may be approved, except that under California Code of Regulations, Title 14, section 15004(b) the District may defer such review and document preparation until the District has completed its plans for the use of the Property if it conditions the District's future use of the Property on compliance with CEQA before such use; and

WHEREAS, the Board intends to so condition the District's future use of the Property; and

WHEREAS, because the District has not yet completed educational or site master planning of the Property, the District is unable to comply with Education Code section 17211 or with CEQA at this time; and

WHEREAS, the Board has determined that it is in the best interests of the District to defer the requirements with respect to the Property for complying with Education Code section 17211 and with CEQA until after the District has undertaken the educational and facilities master planning needed for the Property, to condition the District's future use (or change of use) of the Property on completion of such requirements the Property before such use or change of use occurs, and to complete the purchase of the Property in the meantime; and

WHEREAS, upon approval of this Resolution, the Superintendent of the District, or his designee, will be authorized to close escrow pursuant to the other terms of a Purchase and Sale Agreement between the District and Seller (the "Purchase Agreement"), and take other actions necessary or convenient to complete the purchase of the Property.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT HEREBY FIND, DETERMINE, AND RESOLVE, as follows:

SECTION 1. The Board adopts the foregoing recitals as true and correct.

SECTION 2. The Board hereby defers the requirements with respect to the Property for complying with Education Code section 17211 and CEQA until after the District has undertaken the additional evaluation of the Property and educational and facilities master planning needed for the use of the Property. In accordance with California Code of Regulations, Title 14, section 15004(b), the Board hereby conditions the District's future use (or change of use) of the Property on CEQA compliance before such use or change of use occurs.

SECTION 3. The Board authorizes the purchase of the Property for Fifty-Two Thousand Five Hundred Dollars (\$52,500). The District Superintendent, staff, and consultants are authorized and directed to take all steps necessary or convenient to complete the purchase of the Property in accordance with the Purchase Agreement, which Purchase Agreement, in substantially the form presented to the Board at this meeting (subject to making such changes to the Purchase Agreement as may be necessary or appropriate to consummate the purchase of the Property), is hereby approved and ratified. The District Superintendent, or his designee, is authorized and directed to execute the Purchase Agreement on behalf of the District, give notice to the Seller and Escrow Holder of the District's intention to close escrow as soon as possible, execute a Certificate of Acceptance of the grant deed to the Property, secure appropriate policies of title insurance, and take any and all other steps that may be necessary or convenient to

complete the acquisition of the Property, all in accordance with the Purchase Agreement.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

ADOPTED by the Governing Board of the Western Placer Unified School District on the _____ day of _____, 20__ by the following vote:

AYES:

NOES:

ABSENT:

WESTERN PLACER UNIFIED SCHOOL

DISTRICT

ATTEST:

By: _____
President of the Board of Trustees

Secretary of the Board of Trustees,
Western Placer Unified School
District

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS
BETWEEN
DAWN L. MOWAT KOZLOSKI
AND
WESTERN PLACER UNIFIED SCHOOL DISTRICT**

This Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (“Agreement”) is entered into as of _____, 20__ (“Effective Date”) between the DAWN L. MOWAT KOZLOSKI (“Seller”), and the WESTERN PLACER UNIFIED SCHOOL DISTRICT, a California public school district (“Buyer”). Buyer and Seller may also be referred to in this Agreement singularly as a “Party” and collectively as the “Parties.”

RECITALS

- A. Seller is the fee owner of approximately 0.20 acres of real property located in Placer County, California, APN #008-0430-006-000, as more specifically defined in Exhibit A attached, shall be referred herein as the “Property”.
- B. The Buyer desires to purchase the Property for the purposes of expanding its Lincoln High School campus.
- C. After reviewing Buyer’s proposal, Seller determined that it desired to sell the Property to Buyer.

The Parties therefore agree as follows:

**ARTICLE 1
PURCHASE AND SALE**

1.1 Purchase and Sale of the Property

Subject to the terms and conditions that follow, Seller shall sell to Buyer, and Buyer shall purchase the (i) Property, together with any improvements located thereon, (ii) all easements, licenses, interests, privileges, rights and appurtenances owned or held by Seller relating to the Property, including but not limited to all minerals, oil, gas and other hydrocarbon substances located thereon (except for Hazardous Materials as defined in 2.1(H)), all development rights, air rights water, water right and water stock relating to the Property, and (iii) any and all permits, certificates of occupancy, development agreements, warranties, licenses and other rights owned by Seller with respect to the ownership or operation of the land.

1.2 Purchase Price

- (A) The purchase price for the Property (“Purchase Price”) shall be Fifty-Two Thousand and Five Hundred dollars (\$52,500). The Purchase Price is based on the “as is” value of the Property.
- (B) Buyer will pay the Purchase Price to Seller, through Escrow, on the following terms and conditions:
 - (1) Escrow shall be opened at [REDACTED] (“Escrow Holder” or “Title Company”) at the address specified in Article 5 below.
 - (2) Title to the Property shall be conveyed by the Seller to the Buyer by a fully executed and notarized grant deed for the Property (“Grant Deed”) in the form attached as Exhibit B. Buyer shall accept the Grant Deed using the Certificate of Acceptance in the form attached as Exhibit C. The original of the Grant Deed for the Property shall be deposited in Escrow by Seller.
 - (3) The Buyer shall have approved the “Preliminary Title Report” (as hereinafter defined) for the Property and any exceptions stated therein pursuant to the terms of this Agreement.
- (C) If any tenant is on the Property, Seller must terminate the tenancy before the “Close of Escrow” (as hereinafter defined). No tenant has any right to any part of the Purchase Price and Buyer will pay the Purchase Price only to the Seller. If any tenant is on the Property, other than the Seller, Seller will indemnify and defend the Buyer against any claims for any share in the Purchase Price based on that tenancy.

1.3 Due Diligence and Feasibility.

- (A) Within seven (7) days of the Effective Date, Seller shall provide to Buyer all reports or inspection records of systems and subsystems pertaining to the Property that Seller has in its possession including, but not limited to: service contracts, current year tax, maintenance and utility bills, Hazardous Materials reports, soil and ground water conditions reports including those pertaining to topography and drainage, land or building surveys, any Phase I and II Environmental Reports related to the Property, original and/or updated geology, environmental, and engineering reports, soil reports, site plans, and/or other documents plans related to the condition, design, construction and/or eventual modifications to the original condition of the Property.
- (B) Buyer shall have a ninety (90) day “Feasibility Period” from the Effective Date of the Agreement, which may be extended by mutual written consent of the parties, to review the condition of the Property and conduct any and all appropriate geological, engineering, safety and other inspections it determines necessary or as

required by state and local law so as to ensure that the Property complies with all state and local requirements applicable to Buyer's proposed use of the Property. Buyer's obligation to purchase the Property is conditioned upon Buyer's approval of the following:

- (1) Buyer's approval of and satisfaction with the physical condition of the Property and all tests, inspections, and studies to be conducted by Buyer, or Seller, including, without limitation, any environmental assessments.
- (2) Buyer's determination that the Property is suitable for Buyer's intended uses.
- (3) Buyer's approval of an appraisal of the Property to be completed in a manner satisfactory for Buyer to secure State funding for acquisition of the Property.

Buyer's failure to disapprove the above conditions within the Feasibility Period shall be deemed Buyer's approval of such conditions.

During the Feasibility Period, Seller shall permit Buyer, and its authorized agents ("Buyer's Agents") to enter onto the Property, at reasonable times and upon reasonable notice, for the purpose of making engineering, geological, planning, development and other studies, inspections and tests.

1.4 Deposits

All deposits required by this Agreement shall be applied to the Purchase Price and shall be collectively referred to as "Required Deposits." Any interest earned on the Required Deposits shall be applied to the Purchase Price. The following Required Deposits shall be made by the Buyer:

(A) Initial Deposit.

Upon the Effective Date of this Agreement, Buyer shall deposit One Thousand Dollars (\$1,000.00) as an initial deposit ("Initial Deposit") into Escrow. The Initial Deposit shall be applied to the Purchase Price. Except as otherwise set forth herein, the Initial Deposit shall become non-refundable ninety (90) days from the Effective Date of this Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Seller's Representations and Warranties

(A) No Commitments or Agreements

Except as specifically disclosed to Buyer in writing, Seller has made no written commitments or agreements materially and adversely affecting the Property, or any part thereof, or any interest therein, which will survive the Close of Escrow.

(B) Liens

Except as specifically disclosed to Buyer in writing, to the best knowledge of Seller, there are no mechanics', materialmen's or similar claims or liens presently claimed or which will be claimed against the Property for work performed or commenced for Seller or on Seller's behalf.

(C) Rights of Possession

Except as specifically disclosed to Buyer in writing, there are not as of the date of this Agreement, nor will there be as of the Close of Escrow, any written or oral leases or contractual right or option to lease, purchase, or otherwise enjoy possession, rights or interest of any nature in and to the Property and no persons shall have any right of possession to the Property as of the Close of Escrow or at any time thereof.

(D) Ownership and Encumbrances

Seller has not and shall not, prior to Close of Escrow without the prior written consent of Buyer, which consent may be given or denied in Buyer's absolute discretion, enter into any lien, encumbrance, easement or license agreement, or any other agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property.

(E) Full Power and Authority

Neither this Agreement nor anything provided to be done hereunder including the transfer of title to the Property to Buyer violates or shall violate any contract, agreement or instrument to which Seller is a party. Seller has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The execution, delivery and performance of this Agreement has been duly and validly authorized by Seller, and no other action by Seller is requisite to the valid and binding execution, delivery, and performance of this Agreement by Seller.

(F) Litigation

Except as specifically disclosed to Buyer in writing, or otherwise known to the best knowledge of Seller, there are no actions, suits, claims or legal or other proceedings pending or threatened against Seller, which could materially adversely affect Seller's ability to consummate this transaction and to convey the Property to the Buyer.

(G) Reports

To the best of the Seller's knowledge, Seller has made available to the Buyer all third party professional reports within its possession concerning the Property.

(H) Environmental Laws/Hazardous Materials

Except as disclosed in writing by Seller, to the best of Seller's knowledge: (i) there has been no production, storage or disposal on the Property of any Hazardous Material (as defined below) by Seller or, to the best of Seller's knowledge, by any previous owner or tenant of the Property; (ii) Hazardous Materials have not been dumped, buried, leaked, or otherwise released upon, in or under Property or allowed to pass on, under or through the Property at any time during or prior to Seller's ownership of the Property; (iii) Seller has complied with all laws, regulations, and ordinances ("Environmental Laws") relating to the use of all Hazardous Materials used on the Property; (iv) there is no proceeding or inquiry by any federal, state or local governmental agency with respect to the use, production, storage, release or migration of Hazardous Materials on, through or across the Property; and (v) there is no contamination of Hazardous Materials on, at, about, or within the Property, except as has been identified through Buyer's environmental site assessment work. "Hazardous Material" means any hazardous or toxic substance, material or waste that is: (i) regulated by any governmental authority, the State of California or the United States; (ii) defined as an "acutely hazardous waste," "extremely hazardous waste," "hazardous waste," or "waste" under Sections 25110.02, 25115, 25117, or 25124 of the California Health and Safety Code, or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code Division 20 Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Chapter 10 Division 4.5 of Title 22 or defined as hazardous or extremely hazardous pursuant to Division 21.5 of Title 26 of the California Code of Regulations; (viii) designated as a "hazardous waste" pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; (ix) defined as a "hazardous substance" pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, 42

U.S.C. Section 9601 et seq.; (x) any flammable substances or explosives; or (xi) any radioactive material.

(I) Notices

Seller has made all disclosures and provided all notices to Buyer which are required by Section 25359.7 of the California Health and Safety Code.

(J) Best Knowledge

For purposes of this Section 2.1, the phrase “best of Seller’s knowledge” means the actual knowledge of Dawn L. Mowat Kozloski, without any independent investigation having been made, and not based on any implied, imputed or constructive knowledge of Seller.

(K) To Seller’s knowledge, Seller is not in default of any of its obligations or liabilities pertaining to the Property, nor are there any existing facts, circumstances, conditions, or events that would constitute or result in any default on the giving of notice, the passage of time, or both.

(L) Seller has not received written notice from any governmental agency that the Property is in violation of any statute or regulation.

(M) Seller has not:

- (1) Made a general assignment for the benefit of creditors;
- (2) Filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors;
- (3) Suffered the appointment of a receiver to take possession of all or substantially all of its assets;
- (4) Suffered the attachment or other judicial seizure of all, or substantially all, of its assets;
- (5) Admitted in writing its inability to pay its debts as they come due; or
- (6) Made an offer of settlement, extension, or composition to its creditors generally.

(N) Neither this Agreement, nor anything to be done hereunder, violates or will violate any contract, agreement, or instrument to which Seller is a party, or which to the best of Seller’s knowledge affects the Property. The signature, consent, or acknowledgment of no other person or entity is necessary to validate the signing of this Agreement by Seller or permit its sale of the Property to Buyer.

- (O) If between the Effective Date and the Close of Escrow, Seller or Buyer becomes aware of facts or circumstances which would make any of Seller's representations or warranties hereunder materially incorrect, whether as of the Effective Date or any time thereafter to the Close of Escrow, such fact or circumstance shall not be construed as a breach by Seller of such applicable representation or warranty but Buyer shall have the right to either: (i) terminate this Agreement if such fact or circumstance would have a material and adverse impact on the Property or Buyer's intended development thereof, such termination being treated as a failure of a condition precedent under Section 3.1, below, or (ii) waive such condition and proceed to Close of Escrow in accordance with this Agreement in which case the representations and warranties of Seller hereunder shall be deemed modified and remade to incorporate such fact or circumstance as an exception thereto.

2.2 Buyer's Representations and Warranties

(A) No Commitments or Agreements

Except as specifically disclosed to Seller in writing, Buyer has made no written commitments to or agreements with any governmental authority or agency materially and adversely affecting the Property, or any part thereof, or any interest therein, which will survive the Close of Escrow.

(B) Liens

Except as specifically disclosed to Seller in writing, to the best knowledge of Buyer, there are no mechanics', materialmen's or similar claims or liens presently claimed against the Property for work performed or commenced for Buyer or on Buyer's behalf.

(C) Ownership and Encumbrances

Buyer shall not, prior to Close of Escrow without the prior written consent of Seller, which consent may be given or denied in Seller's absolute discretion, enter into any lien, encumbrance, easement or license agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property.

(D) Full Power and Authority

Neither this Agreement nor anything provided to be done hereunder including the transfer of title to the Property to Buyer, violates or shall violate any contract, agreement or instrument to which Buyer is a Party. Buyer has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The execution, delivery and performance of this Agreement will have been duly and validly authorized by Buyer upon ratification by Buyer's Board of Trustees, and no other action by Buyer is requisite to the

valid and binding execution, delivery, and performance of this Agreement by Buyer.

(E) Litigation

Except as specifically disclosed to Seller in writing, or otherwise known to the best knowledge of Seller, there are no actions or proceedings pending or threatened against Buyer, which does or will materially adversely affect Buyer's ability to consummate this transaction and to acquire the Property from the Seller.

(F) Change of Representation or Warranty

In the event Buyer acquires knowledge that any such representation or warranty is no longer accurate, Buyer shall immediately advise Seller of same.

(G) Best Knowledge

For purposes of this Section 2.2, the phrase "best of Buyer's knowledge" means the actual knowledge of Scott Leaman, Superintendent, acting in his representative capacity, on behalf of, and for, the Buyer only, without any independent investigation having been made, and not based on any implied, imputed or constructive knowledge of Buyer, including all of its officers and directors..

(H) On ratification of this Agreement by the Buyer's Board of Trustees and subject to the conditions precedent set forth in Article 3, Buyer has the full right, power, and authority to enter into and perform Buyer's obligations under this Agreement.

(I) If a Court of law should determine that Seller intentionally concealed or misrepresented any material condition of the Property, including, but not limited to, the presence of any hazardous materials in the soil or water on, under, or around the Property, then Buyer's obligations under this Agreement shall be rendered void and Buyer may pursue any available legal remedies.

ARTICLE 3
CONDITIONS PRECEDENT

3.1 Conditions Precedent to Closing of Escrow

The obligation of the Buyer and the Seller to complete this transaction pursuant to this Agreement is subject to the satisfaction, at or before the Close of Escrow, of the conditions contained herein. The Buyer and the Seller agree that each will, in good faith, endeavor to remove all said contingencies and conditions that are within its control. The following are conditions precedent to the Close of Escrow:

(A) The Buyer must pay the Purchase Price to the Seller by depositing sufficient funds with the Escrow Holder in advance of the time necessary to close escrow pursuant to Section 4.3 of this Agreement;

- (B) Prior to the “Closing Date” (as hereinafter defined), the Parties will deposit with the Escrow Holder the title insurance and escrow closing costs for which they are responsible. The Escrow Holder will place all sums deposited into an Escrow account;
- (C) The Title Company will be prepared to issue the “Title Policy” (as hereinafter defined) in the name of the Buyer for marketable title, free of restrictions, liens, and encumbrances except for those restrictions, liens, and encumbrances specifically allowed by Section 4.4 below, or otherwise approved in writing by the Buyer;
- (D) Seller must have provided Buyer with five (5) signed-originals of this Agreement;
- (E) Buyer’s Board of Trustees shall have ratified this Agreement;
- (F) Escrow must not have been canceled or this Agreement terminated;
- (G) The Buyer’s and the Seller’s covenants, representations, and warranties shown above are true as of the Close of Escrow; and
- (H) Seller and Buyer must not be in breach or default of any of their respective obligations under this Agreement.

ARTICLE 4
ESCROW PROVISIONS

4.1 Escrow, Escrow Holder, and Opening of Escrow

Buyer’s delivery to Escrow Holder of a fully executed original of this Agreement constitutes the opening of Escrow.

4.2 Escrow Instructions

The Parties shall provide a copy of this Agreement, any supplemental escrow instructions, signed by both Parties, and any other document necessary to consummate the purchase of the Property and to the Close of Escrow as contemplated by this Agreement to the Escrow Holder. Without limiting the effect of the foregoing, Escrow Holder’s General Conditions will be binding on Seller and Buyer.

4.3 Close of Escrow

Escrow for the Property shall close upon the recordation of the Grant Deed in accordance with the terms and conditions hereof (“Close of Escrow” or “Closing Date” or “Closing”). Escrow will close within ten (10) days after the end of the Feasibility Period, as extended by mutual written agreement between the Buyer and Seller. Any extension of the Close of Escrow shall not be effective unless and until a fully executed (by Buyer

and Seller) original of any such written extension is provided to the Escrow Holder. In any event, the Close of Escrow shall only occur after all conditions set forth in this Agreement have been satisfied or waived.

4.4 Preliminary and Supplemental Title Reports

Within five (5) days following the Effective Date, Seller must instruct Escrow Holder to obtain and provide Buyer with a preliminary title report with respect to the Property (“Preliminary Title Report”), together with copies of the instruments underlying all exceptions that are referred to in the Preliminary Title Report (collectively, the “Title Documents”). Buyer may review and approve the Preliminary Title Report and the Title Documents for a period of thirty (30) days following Buyer’s receipt of the Title Documents (“Title Review Period”). If Buyer fails to disapprove any item in the Preliminary Title Report by a writing delivered to Seller and Escrow Holder by the expiration of the Title Review Period, then Buyer will be conclusively considered to have approved the item. Seller shall have a period of ten (10) days after receipt of any notice of disapproval in which to deliver written notice to Buyer of Seller’s election to either (i) agree to remove or cure the objectionable items prior to the Close of Escrow, or (ii) decline to remove or cure any such title exceptions and terminate Escrow and this Agreement. If Seller elects to terminate Escrow and this Agreement, Buyer shall have the right, by written notice delivered to Seller within ten (10) days after Buyer’s receipt of Seller’s notice, to agree to accept the Property subject to the objectionable items in lieu of Seller’s termination. However, Buyer is not required to give notice of disapproval of debts, liens to secure debts, delinquent taxes, assessments due as of the Closing Date, or other financing or monetary encumbrances on the Property, and those items will not be considered as “Permitted Exceptions” (as hereinafter defined).

4.5 Condition of Title

At the expiration of the Title Review Period, all matters contained in the Title Documents that Buyer has approved, or is considered to have approved, are “Permitted Exceptions.”

Seller must convey the Property to Buyer in fee simple title, which must be, except for the Permitted Exceptions, free and clear of all known mortgages, liens, charges, encumbrances, encroachments, easements, conditions, exception, assessments, taxes, or other defects in title.

4.6 Escrow Closing Costs

(A) Seller shall pay the costs associated with this transaction as follows:

- (1) [Fifty percent (50%) of the cost of a standard form CLTA (California Land Title Association) title insurance policy issued by the Escrow Holder as the “Title Insurer,” and covering the Property for the Purchase Price (“Title Policy”), plus the additional costs of obtaining an ALTA (American Land Title Association) policy, including the cost of any survey or any endorsements to the policy requested by Buyer.

- (2) Fifty percent (50%) the Escrow Holder's fees.
- (3) Any documentary transfer tax imposed by the County.
- (4) All special taxes or assessments for the period prior to the Closing Date.
- (5) All broker commissions related to this Agreement.]

(B) Buyer shall pay the costs associated with this transaction as follows:

- [(1) Fifty percent (50%) of the cost of a standard form CLTA (California Land Title Association) title insurance policy issued by the Escrow Holder as the "Title Insurer," and covering the Property for the Purchase Price ("Title Policy"), plus the additional costs of obtaining an ALTA (American Land Title Association) policy, including the cost of any survey or any endorsements to the policy requested by Buyer.]
- [(2)] Fifty percent (50%) the Escrow Holder's fees.
- [(3)] Any recording fees, including recording fees associated with the Parcel Map.
- [(4)] All special taxes or assessments which are attributable for the period after to the Closing Date.

4.7 Obligations of Buyer

If all of the conditions precedent have been met or waived, then by Close of Escrow, Buyer must deposit with Escrow Holder, in immediately available funds, the Purchase Price plus all other amounts for which Buyer is responsible. Buyer must also deposit the following documents:

- (A) A Certificate of Acceptance meeting the requirements of California Government Code Section 27281;
- (B) A Preliminary Change of Ownership Statement, if required.

4.8 Obligations of Seller

In addition to fulfilling any other obligations required by this Agreement, by Close of Escrow, Seller must deposit into Escrow:

- (A) The Grant Deed in recordable form and duly signed and acknowledged by Seller;
- (B) All sums, including, but not limited to, any sums necessary to cancel or pay taxes, special taxes, fees, charges, assessments, and other sums necessary to deliver free and clear title subject only to the Permitted Exceptions;

- (C) Documents reasonably required of Seller by Escrow Holder to carry out Close of Escrow. By the Close of Escrow, Seller must sign and deposit with Escrow Holder an original California Form 593-C and Certification of Non-Foreign Status (FIRPTA Certificate); and
- (D) Such proof of Seller's authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy.

4.9 Pro Forma Title Report & Estimated Closing Statement

The Escrow Holder must request from the Title Company a "Pro Forma Title Policy" at least fifteen (15) calendar days before the Close of Escrow and must deliver it to Buyer for Buyer's approval before the Close of Escrow. The Buyer will be considered to have approved the "Pro Forma Title Policy" if it contains only the Permitted Exceptions. The Escrow Holder must deliver to the Buyer and Seller an estimate of Closing Costs at least fifteen (15) calendar days before the Close of Escrow.

4.10 Title Policy

Escrow Holder must deliver to Buyer, through Escrow, an CLTA owner's standard policy of title insurance insuring Buyer as fee owner of the Property, subject only to the usual printed title company exceptions and the Permitted Exceptions, in an amount equal to the Purchase Price, issued by Title Company and dated as of the Close of Escrow, unless Buyer elects to pay for an ALTA policy of title insurance.

4.11 Recording of Documents and Delivery of Funds

On receipt of the funds and instruments described in this Article 4, and on the satisfaction or waiver of the conditions precedent to Close of Escrow, Escrow Holder must:

- (A) Disburse to Seller the cash portion of the Purchase Price, less any Required Deposits withdrawn by the Seller during the Escrow, less any Closing Costs owed by Seller under this Agreement.
- (B) Cause the Grant Deed and other documents as specified in this Agreement to be recorded in the Office of the County Recorder of the County of Placer, California;
- (C) Deliver conformed copies of the Grant Deed and all other appropriate documents to Buyer and Seller on Close of Escrow; and
- (E) Deliver an original of the FIRPTA Certificate to Buyer and Seller on Close of Escrow.

4.12 Cancellation of Escrow

If Escrow fails to close because of the default of either Party, the defaulting Party shall be liable for all Escrow cancellation charges. If Escrow fails to close for any other reason, the Parties shall equally split all Escrow cancellation charges.

4.13 Signing of Other Documents: Compliance with Regulations

The Parties will do all things and sign all documents that are reasonably necessary for Close of Escrow to occur. Furthermore, the Parties will comply at their own expense with all applicable laws and governmental regulations required for Close of Escrow to occur, including, but not limited to, any required filings with governmental authorities.

ARTICLE 5
NOTICES

5.1 Notices

All notices under this Agreement must be in writing. All notices must be sent with postage fully prepaid and be addressed to the respective Parties as set forth below or to other addresses and persons as the Parties may designate by written notice to the other Parties. The Notices will be effective:

- (A) When personally delivered by the other Party or messenger or courier of the other Party;
- (B) Three (3)-business days after deposit in the United States mail, registered or certified;
- (C) Twenty four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or
- (D) On receipt of a telecopy or fax transmission, if a hard copy of the transmission is thereafter delivered in one of the methods described in (A) through (C) above. However, facsimiles sent after 5:00 p.m. PST, or PDT as applicable, are considered to have been sent the next business day.

TO THE SELLERS:

Dawn L. Mowat Kozloski

[INSERT CONTACT INFORMATION]

with copy to:

[INSERT CONTACT INFORMATION]

TO THE BUYER:

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

Telephone: (916) 645-6350
Facsimile: (916) 645-6356
Attention: Superintendent

with copy to:

Lozano Smith, LLP
One Capitol Mall, Suite 640
Sacramento, California 95814
Telephone: (916) 329-7433
Facsimile: (916) 329-9050
Attention: Megan Macy

TO THE ESCROW HOLDER:

[INSERT CONTACT INFORMATION]

ARTICLE 6
MISCELLANEOUS PROVISIONS

6.1 Entire Agreement, Waivers, and Amendments

This Agreement supersedes all negotiations and previous agreements between the Parties related to the purchase and sale of the Property. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by both Parties.

6.2 Exhibits

Exhibits "A", "B" and "C" attached to this Agreement are incorporated into this Agreement by this reference. The Exhibits are as follows:

"A" - LEGAL DESCRIPTION OF PROPERTY
"B" - GRANT DEED
"C" - PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE

6.3 Effect of Recitals

The Recitals shown above are considered true and are binding on Seller and Buyer.

6.4 Section References

Any reference to any Section of this Agreement cited without a decimal includes all Sections following the cited Section. For example, a reference to Section 5 includes 5.1, 5.1(a), et seq.

6.5 Commissions or Brokerage Fees

Seller shall be responsible for all brokerage fees related to this Agreement as set forth in Section 4.6, which brokerage fee shall be paid out of the sale proceeds from the Property at the Close of Escrow.

6.6 Legal Action

If a dispute arises relating to this Agreement, the Parties shall first attempt to resolve it through informal discussions. Any Party may convene such discussions by written notice, and each Party shall reasonably accommodate the other Party with respect to scheduling. If the dispute is not resolved in this manner within thirty (30) days from the date one Party first contacts the other to commence informal discussions hereunder, the dispute shall be heard by a referee pursuant to the provisions of the California Code of Civil Procedure Section 638, et seq. The Parties shall agree upon a single referee who shall then try all issues, whether of fact or law, and report a finding and judgment thereon. If the Parties are unable to agree upon a referee, either party may seek to have one appointed, pursuant to Sections 638 to 645.2 of the California Code of Civil Procedure. The cost of such proceeding shall initially be borne equally by the Parties. However, the prevailing party shall be entitled, in addition to all other costs, to the costs of the reference as an item of recoverable costs.

6.7 Attorney's Fees and Costs

In the event of any legal proceeding arising out of or relating to this Agreement, including the reference procedure referred to in Section 6.6 above, the prevailing Party, as declared by a court or adjudicatory body with competent jurisdiction over the matter, shall be entitled to recover its reasonable attorneys' fees and expenses (including expert witness fees) arising from the proceeding. Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a Party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

6.8 Third-Party Beneficiaries

This Agreement confers no rights on any party except the signatories to this Agreement.

6.9 Binding on Heirs

This Agreement is binding on the Parties hereto and their respective heirs or representatives, and their permitted transferees, successors, and assigns.

6.10 Assignment

Neither Party shall have the right to transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Further, Seller may only assign this Agreement to another entity and be relieved of all liability or responsibility under this Agreement, provided that such assignee fully assumes all of Seller's obligations hereunder in a writing approved and duly executed by the Buyer and the assignee, and only where the assignee demonstrates to the satisfaction of the Buyer its capability, both financial and practical, to properly and fully complete and perform all obligations hereunder; otherwise Seller will retain all obligations.

6.11 Obligations Survive Close of Escrow

All obligations to be performed at a time after the Close of Escrow, whether specifically referred to as surviving the Close of Escrow or not, and all covenants, representations and warranties of the Parties, will survive the Close of Escrow.

6.12 Severability

If a court of competent jurisdiction holds any provision in this Agreement to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired in any way.

6.13 Governing Law

This Agreement must be construed according to its fair meaning and as if prepared by both Buyer and Seller. This Agreement must be construed in accordance with the laws of the State of California in effect on the Effective Date. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Placer.

6.14 Time is of the Essence

Time is of the essence in this Agreement.

6.15 Condemnation

If before Close of Escrow, the Property or any portion thereof is destroyed or damaged, the Seller shall apply all proceeds of any insurance policy applicable to the loss to the restoration of the Property. If, before Close of Escrow, the Property becomes subject to a taking by virtue of eminent domain, the Buyer shall have a right to contest the taking of the Property as the highest and best use of the property, or shall have the right to modify this Agreement with Seller to locate the Property at another mutually agreeable location.

The Buyer and the Seller shall cooperate to locate a suitable alternative site for the School and renegotiate the terms of the Agreement accordingly.

6.16 Headings

Headings at the beginning of each Article and Section are solely for the convenience of the Parties and must not to be construed as enlarging or limiting the language following the headings.

6.17 Nondiscrimination

Buyer and Seller must not discriminate against any person because of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

6.18 Rights and Remedies are Cumulative

Unless stated otherwise in this Agreement, the rights and remedies of the Parties are cumulative. A Party's exercise of any of its right or remedies will not preclude its exercise, at the same or at different times, of any other rights or remedies for the same, or any other default.

6.19 Cooperation

Seller must provide Buyer, without demand, copies of all planning, engineering, architectural and other project documents, and all modifications to those documents, relating to the Property.

6.20 Possession of Property

Subject to the provisions of the Site Lease, the Parties agree that Buyer may take possession of the Property for all purposes immediately following the Close of Escrow.

6.21 Business Days

In this Agreement; "business days" means days other than Saturdays, Sundays, and federal and state legal holidays, and "days" means calendar days. If the time for performance of an obligation under this Agreement falls on other than a business day, the time for performance shall be extended to the next business day.

6.22 Force Majeure

No Party shall be deemed to be in default where failure or delay in the performance of any of its obligations under this Agreement is caused by floods, earthquakes, other acts of God, fires, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond a Party's control, shortage of materials (exclusive of prefab/modular building products), prohibitory court actions (such as restraining orders or injunctions) or other causes beyond a Party's control. If any such events shall occur, the time for performance

by any Party of its obligations hereunder shall be extended for the period of time that such events prevented such performance.

6.23 Facsimile Signatures

Signatures delivered by facsimile shall be as binding as originals upon the Parties so signing and delivering, provided that original signatures are provided no later than five (5) business days after delivery of the facsimile signature. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement.

6.24 Successors and Assigns

Subject to compliance with the assignment provisions of Section 6.9 above, the provisions of this Agreement shall inure to the benefit of and likewise be binding upon each of the Party's successors and/or assigns, if any.

BUYER:

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____
Scott Leaman, Superintendent

SELLER:

Dawn L. Mowat Kozloski

ACKNOWLEDGMENT AND ACCEPTANCE

We acknowledge receipt of an original of the foregoing Escrow Instructions and the enclosures listed, and we agree to act as Escrow Holder under the terms and conditions of the instructions.

[ESCROW HOLDER]

By _____
Its: Authorized Officer

Dated _____, 20__

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[See attached Legal description]

EXHIBIT "B"

FORM OF GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, California 95648
Telephone: (916) 645-6350
Attention: Superintendent

MAIL TAX STATEMENTS TO:

Same as above

Recording of this document is fee-exempt under Government Code Section 6103. No Documentary Transfer Tax is due on this document pursuant to Revenue and Taxation Code Section 11922.

GRANT DEED

Assessor's Parcel Number: 008-043-006-000

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, DAWN L. MOWAT KOZLOSKI, ("Grantor"), hereby grants to WESTERN PLACER UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California ("Grantee"), that certain real property in an the City of Lincoln, County of Placer, State of California described in Exhibit A to Grant Deed attached hereto and incorporated herein, together with all buildings and improvements located thereon, subject to any covenants, conditions, restrictions, easements and other matters of record (the "Property").

In witness whereof, Grantors have caused this Grant Deed to be executed as of the _____ day of _____, 20____.

GRANTOR:

SELLER:

Dawn L. Mowat Kozloski

MAIL TAX STATEMENTS AS SET FORTH ABOVE

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF PLACER

On _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[SEAL]

EXHIBIT A
TO
GRANT DEED
[LEGAL DESCRIPTION OF PROPERTY]

EXHIBIT "C"

FORM OF CERTIFICATE OF ACCEPTANCE OF DEDICATION

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 20___, from DAWN L. MOWAT KOZLOSKI to the WESTERN PLACER UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California, is hereby accepted by the undersigned officer on behalf of the Western Placer Unified School District ("District") pursuant to authority conferred Resolution No. _____ adopted [December 20, 2016] by the Governing Board of the District, and the District consents to the recordation thereof by its duly authorized officer.

Dated: _____

"DISTRICT"

WESTERN PLACER UNIFIED SCHOOL DISTRICT,
a school district duly organized and existing
under the laws of the State of California

By: _____

Name: Scott Leaman

Its: Superintendent

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. 16/17.20 Regarding the Purchase of Real Property Adjacent to Lincoln High School (Parcel 008-043-007)

AGENDA ITEM AREA:

Action

REQUESTED BY:

Michael Adell
Director of Facilities



ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Developer Fees Fund 25

MEETING DATE:

February 7, 2017

ROLL CALL REQUIRED:

Yes

BACKGROUND:

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

The district is continuing to evaluate the Property for suitability and has not completed educational or site master planning of the Property.

In conjunction with the School Site Evaluation, staff will also stay in compliance with California Department of Education, and CEQA requirements. Part of the process in purchasing the site is a public hearing to accept comments and testimony from the public with regards to the site purchase and land use.

The attached draft purchase agreement and resolution states that the District has held a public hearing and considered all comments, will comply with California Department of Education Title 5 standards, and allows District staff to move forward with the purchase of this property.

RECOMMENDATION:

Staff recommends the Board of Trustees adopt Resolution No. 16/17.20 Regarding the Purchase of Real Property Adjacent to Lincoln High School (Parcel 008-043-007).

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 16/17.20**

EVALUATION OF PROPERTY IN ACCORDANCE WITH SITE
SELECTION STANDARDS AND AUTHORIZATION TO ENTER
INTO A PURCHASE AND SALE AGREEMENT FOR THE
PROPERTY (APN 008-043-007-000)

OWNER: LOIS C. MOWAT, TRUSTEE OF THE LOIS C. MOWAT
LIVING TRUST

WHEREAS, the Board of Trustees (the "Board") of the Western Placer Unified School District (the "District") has indicated a desire to acquire property adjacent to the Lincoln High School for the future expansion of the school campus (the "Project"); and

WHEREAS, the District has selected, as the most suitable site for the Project, a parcel of property (APN 008-043-007-000) (the "Property"), which Property includes approximately 0.20 acres of real property located in Placer County; and

WHEREAS, the Property has been made available for purchase; and

WHEREAS, the Property is owned by the Lois C. Mowat Living Trust ("Seller"), who desires to sell the Property for the sum of \$52,500 for such school facility purposes; and

WHEREAS, initial investigations of the Property indicate that it is a desirable acquisition for future use as a school site; and

WHEREAS, the Board desires to purchase the Property for the purposes of constructing the Project; and

WHEREAS, California Education Code Section 17211 requires, prior to acquisition of real property for a new school, that the board of trustees of a school district shall evaluate the property at a public hearing using site selection standards established by the State Department of Education; and

WHEREAS, notice that the District will hold a public hearing in accordance with Education Code Section 17211 was provided to the public within a reasonable period prior to the hearing; and

WHEREAS, the public was given the opportunity to comment on the conformity of the proposed school site with the State Department of Education site selection standards at the public hearing; and

WHEREAS, the District is continuing to evaluate the Property for suitability and has not completed educational or site master planning of the Property; and

WHEREAS, the purchase of the Property is itself a "project" for purposes of the

California Environmental Quality Act (“CEQA”) and so requires CEQA review and the preparation of appropriate CEQA documentation before it may be approved, except that under California Code of Regulations, Title 14, section 15004(b) the District may defer such review and document preparation until the District has completed its plans for the use of the Property if it conditions the District’s future use of the Property on compliance with CEQA before such use; and

WHEREAS, the Board intends to so condition the District’s future use of the Property; and

WHEREAS, because the District has not yet completed educational or site master planning of the Property, the District is unable to comply with Education Code section 17211 or with CEQA at this time; and

WHEREAS, the Board has determined that it is in the best interests of the District to defer the requirements with respect to the Property for complying with Education Code section 17211 and with CEQA until after the District has undertaken the educational and facilities master planning needed for the Property, to condition the District’s future use (or change of use) of the Property on completion of such requirements the Property before such use or change of use occurs, and to complete the purchase of the Property in the meantime; and

WHEREAS, upon approval of this Resolution, the Superintendent of the District, or his designee, will be authorized to close escrow pursuant to the other terms of a Purchase and Sale Agreement between the District and Seller (the “Purchase Agreement”), and take other actions necessary or convenient to complete the purchase of the Property.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT HEREBY FIND, DETERMINE, AND RESOLVE, as follows:

SECTION 1. The Board adopts the foregoing recitals as true and correct.

SECTION 2. The Board hereby defers the requirements with respect to the Property for complying with Education Code section 17211 and CEQA until after the District has undertaken the additional evaluation of the Property and educational and facilities master planning needed for the use of the Property. In accordance with California Code of Regulations, Title 14, section 15004(b), the Board hereby conditions the District’s future use (or change of use) of the Property on CEQA compliance before such use or change of use occurs.

SECTION 3. The Board authorizes the purchase of the Property for Fifty-Two Thousand Five Hundred Dollars (\$52,500). The District Superintendent, staff, and consultants are authorized and directed to take all steps necessary or convenient to complete the purchase of the Property in accordance with the Purchase Agreement, which Purchase Agreement, in substantially the form presented to the Board at this meeting (subject to making such changes to the Purchase Agreement as may be necessary or appropriate to consummate the purchase of the Property), is hereby approved and ratified. The District Superintendent, or his designee, is authorized and directed to execute the Purchase Agreement on behalf of the District, give notice to the Seller and Escrow Holder of the District’s intention to close escrow as soon as possible, execute a Certificate of Acceptance of the grant deed to the Property, secure appropriate policies

of title insurance, and take any and all other steps that may be necessary or convenient to complete the acquisition of the Property, all in accordance with the Purchase Agreement.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

ADOPTED by the Governing Board of the Western Placer Unified School District on the _____ day of _____, 20__ by the following vote:

AYES:

NOES:

ABSENT:

WESTERN PLACER UNIFIED SCHOOL

DISTRICT

ATTEST:

By: _____
President of the Board of Trustees

Secretary of the Board of Trustees,
Western Placer Unified School
District

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS
BETWEEN
LOIS C. MOWAT LIVING TRUST
AND
WESTERN PLACER UNIFIED SCHOOL DISTRICT**

This Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (“Agreement”) is entered into as of _____, 20__ (“Effective Date”) between the LOIS C. MOWAT LIVING TRUST (“Seller”), and the WESTERN PLACER UNIFIED SCHOOL DISTRICT, a California school district (“Buyer”). Buyer and Seller may also be referred to in this Agreement singularly as a “Party” and collectively as the “Parties.”

RECITALS

- A. Seller is the fee owner of approximately 0.20 acres of real property located in Placer County, California, APN #008-043-007-000, as more specifically defined in Exhibit A attached, shall be referred herein as the “Property”.
- B. The Buyer desires to purchase the Property for the purposes of expanding its Lincoln High School campus.
- C. After reviewing Buyer’s proposal, Seller determined that it desired to sell the Property to Buyer.

The Parties therefore agree as follows:

**ARTICLE 1
PURCHASE AND SALE**

1.1 Purchase and Sale of the Property

Subject to the terms and conditions that follow, Seller shall sell to Buyer, and Buyer shall purchase the (i) Property, together with any improvements located thereon, (ii) all easements, licenses, interests, privileges, rights and appurtenances owned or held by Seller relating to the Property, including but not limited to all minerals (except as otherwise disclosed in writing to Buyer), oil, gas and other hydrocarbon substances located thereon (except for Hazardous Materials as defined in 2.1(H)), all development rights, air rights water, water right and water stock relating to the Property, and (iii) any and all permits, certificates of occupancy, development agreements, warranties, licenses and other rights owned by Seller with respect to the ownership or operation of the land.

1.2 Purchase Price

- (A) The purchase price for the Property (“Purchase Price”) shall be Fifty-Two Thousand and Five Hundred dollars (\$52,500). The Purchase Price is based on the “as is” value of the Property.
- (B) Buyer will pay the Purchase Price to Seller, through Escrow, on the following terms and conditions:
 - (1) Escrow shall be opened at [REDACTED] (“Escrow Holder” or “Title Company”) at the address specified in Article 5 below.
 - (2) Title to the Property shall be conveyed by the Seller to the Buyer by a fully executed and notarized grant deed for the Property (“Grant Deed”) in the form attached as Exhibit B. Buyer shall accept the Grant Deed using the Certificate of Acceptance in the form attached as Exhibit C. The original of the Grant Deed for the Property shall be deposited in Escrow by Seller.
 - (3) The Buyer shall have approved the “Preliminary Title Report” (as hereinafter defined) for the Property and any exceptions stated therein pursuant to the terms of this Agreement.
- (C) If any tenant is on the Property, Seller must terminate the tenancy before the “Close of Escrow” (as hereinafter defined). No tenant has any right to any part of the Purchase Price and Buyer will pay the Purchase Price only to the Seller. If any tenant is on the Property, other than the Seller, Seller will indemnify and defend the Buyer against any claims for any share in the Purchase Price based on that tenancy.

1.3 Due Diligence and Feasibility.

- (A) Within seven (7) days of the Effective Date, Seller shall provide to Buyer all reports or inspection records of systems and subsystems pertaining to the Property that Seller has in its possession including, but not limited to: service contracts, current year tax, maintenance and utility bills, Hazardous Materials reports, soil and ground water conditions reports including those pertaining to topography and drainage, land or building surveys, any Phase I and II Environmental Reports related to the Property, original and/or updated geology, environmental, and engineering reports, soil reports, site plans, and/or other documents plans related to the condition, design, construction and/or eventual modifications to the original condition of the Property.
- (B) Buyer shall have a ninety (90) day “Feasibility Period” from the Effective Date of the Agreement, which may be extended by mutual written consent of the parties, to review the condition of the Property and conduct any and all appropriate geological, engineering, safety and other inspections it determines necessary or as

required by state and local law so as to ensure that the Property complies with all state and local requirements applicable to Buyer's proposed use of the Property. Buyer's obligation to purchase the Property is conditioned upon Buyer's approval of the following:

- (1) Buyer's approval of and satisfaction with the physical condition of the Property and all tests, inspections, and studies to be conducted by Buyer, or Seller, including, without limitation, any environmental assessments.
- (2) Buyer's determination that the Property is suitable for Buyer's intended uses.
- (3) Buyer's approval of an appraisal of the Property to be completed in a manner satisfactory for Buyer to secure State funding for acquisition of the Property.

Buyer's failure to disapprove the above conditions within the Feasibility Period shall be deemed Buyer's approval of such conditions.

During the Feasibility Period, Seller shall permit Buyer, and its authorized agents ("Buyer's Agents") to enter onto the Property, at reasonable times and upon reasonable notice, for the purpose of making engineering, geological, planning, development and other studies, inspections and tests.

1.4 Deposits

All deposits required by this Agreement shall be applied to the Purchase Price and shall be collectively referred to as "Required Deposits." Any interest earned on the Required Deposits shall be applied to the Purchase Price. The following Required Deposits shall be made by the Buyer:

(A) Initial Deposit.

Upon the Effective Date of this Agreement, Buyer shall deposit One Thousand Dollars (\$1,000.00) as an initial deposit ("Initial Deposit") into Escrow. The Initial Deposit shall be applied to the Purchase Price. Except as otherwise set forth herein, the Initial Deposit shall become non-refundable ninety (90) days from the Effective Date of this Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Seller's Representations and Warranties

(A) No Commitments or Agreements

Except as specifically disclosed to Buyer in writing, Seller has made no written commitments or agreements materially and adversely affecting the Property, or any part thereof, or any interest therein, which will survive the Close of Escrow.

(B) Liens

Except as specifically disclosed to Buyer in writing, to the best knowledge of Seller, there are no mechanics', materialmen's or similar claims or liens presently claimed or which will be claimed against the Property for work performed or commenced for Seller or on Seller's behalf.

(C) Rights of Possession

Except as specifically disclosed to Buyer in writing, there are not as of the date of this Agreement, nor will there be as of the Close of Escrow, any written or oral leases or contractual right or option to lease, purchase, or otherwise enjoy possession, rights or interest of any nature in and to the Property and no persons shall have any right of possession to the Property as of the Close of Escrow or at any time thereof.

(D) Ownership and Encumbrances

Seller has not and shall not, prior to Close of Escrow without the prior written consent of Buyer, which consent may be given or denied in Buyer's absolute discretion, enter into any lien, encumbrance, easement or license agreement, or any other agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property.

(E) Full Power and Authority

Neither this Agreement nor anything provided to be done hereunder including the transfer of title to the Property to Buyer violates or shall violate any contract, agreement or instrument to which Seller is a party. Seller has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The execution, delivery and performance of this Agreement has been duly and validly authorized by Seller, and no other action by Seller is requisite to the valid and binding execution, delivery, and performance of this Agreement by Seller.

(F) Litigation

Except as specifically disclosed to Buyer in writing, or otherwise known to the best knowledge of Seller, there are no actions, suits, claims or legal or other proceedings pending or threatened against Seller, which could materially adversely affect Seller's ability to consummate this transaction and to convey the Property to the Buyer.

(G) Reports

To the best of the Seller's knowledge, Seller has made available to the Buyer all third party professional reports within its possession concerning the Property.

(H) Environmental Laws/Hazardous Materials

Except as disclosed in writing by Seller, to the best of Seller's knowledge: (i) there has been no production, storage or disposal on the Property of any Hazardous Material (as defined below) by Seller or, to the best of Seller's knowledge, by any previous owner or tenant of the Property; (ii) Hazardous Materials have not been dumped, buried, leaked, or otherwise released upon, in or under Property or allowed to pass on, under or through the Property at any time during or prior to Seller's ownership of the Property; (iii) Seller has complied with all laws, regulations, and ordinances ("Environmental Laws") relating to the use of all Hazardous Materials used on the Property; (iv) there is no proceeding or inquiry by any federal, state or local governmental agency with respect to the use, production, storage, release or migration of Hazardous Materials on, through or across the Property; and (v) there is no contamination of Hazardous Materials on, at, about, or within the Property, except as has been identified through Buyer's environmental site assessment work. "Hazardous Material" means any hazardous or toxic substance, material or waste that is: (i) regulated by any governmental authority, the State of California or the United States; (ii) defined as an "acutely hazardous waste," "extremely hazardous waste," "hazardous waste," or "waste" under Sections 25110.02, 25115, 25117, or 25124 of the California Health and Safety Code, or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code Division 20 Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Chapter 10 Division 4.5 of Title 22 or defined as hazardous or extremely hazardous pursuant to Division 21.5 of Title 26 of the California Code of Regulations; (viii) designated as a "hazardous waste" pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; (ix) defined as a "hazardous substance" pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, 42

U.S.C. Section 9601 et seq.; (x) any flammable substances or explosives; or (xi) any radioactive material.

(I) Notices

Seller has made all disclosures and provided all notices to Buyer which are required by Section 25359.7 of the California Health and Safety Code.

(J) Best Knowledge

For purposes of this Section 2.1, the phrase “best of Seller’s knowledge” means the actual knowledge of Lois C. Mowat, without any independent investigation having been made, and not based on any implied, imputed or constructive knowledge of Seller.

(K) To Seller’s knowledge, Seller is not in default of any of its obligations or liabilities pertaining to the Property, nor are there any existing facts, circumstances, conditions, or events that would constitute or result in any default on the giving of notice, the passage of time, or both.

(L) Seller has not received written notice from any governmental agency that the Property is in violation of any statute or regulation.

(M) Seller has not:

- (1) Made a general assignment for the benefit of creditors;
- (2) Filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors;
- (3) Suffered the appointment of a receiver to take possession of all or substantially all of its assets;
- (4) Suffered the attachment or other judicial seizure of all, or substantially all, of its assets;
- (5) Admitted in writing its inability to pay its debts as they come due; or
- (6) Made an offer of settlement, extension, or composition to its creditors generally.

(N) Neither this Agreement, nor anything to be done hereunder, violates or will violate any contract, agreement, or instrument to which Seller is a party, or which to the best of Seller’s knowledge affects the Property. The signature, consent, or acknowledgment of no other person or entity is necessary to validate the signing of this Agreement by Seller or permit its sale of the Property to Buyer.

- (O) If between the Effective Date and the Close of Escrow, Seller or Buyer becomes aware of facts or circumstances which would make any of Seller's representations or warranties hereunder materially incorrect, whether as of the Effective Date or any time thereafter to the Close of Escrow, such fact or circumstance shall not be construed as a breach by Seller of such applicable representation or warranty but Buyer shall have the right to either: (i) terminate this Agreement if such fact or circumstance would have a material and adverse impact on the Property or Buyer's intended development thereof, such termination being treated as a failure of a condition precedent under Section 3.1, below, or (ii) waive such condition and proceed to Close of Escrow in accordance with this Agreement in which case the representations and warranties of Seller hereunder shall be deemed modified and remade to incorporate such fact or circumstance as an exception thereto.

2.2 Buyer's Representations and Warranties

(A) No Commitments or Agreements

Except as specifically disclosed to Seller in writing, Buyer has made no written commitments to or agreements with any governmental authority or agency materially and adversely affecting the Property, or any part thereof, or any interest therein, which will survive the Close of Escrow.

(B) Liens

Except as specifically disclosed to Seller in writing, to the best knowledge of Buyer, there are no mechanics', materialmen's or similar claims or liens presently claimed against the Property for work performed or commenced for Buyer or on Buyer's behalf.

(C) Ownership and Encumbrances

Buyer shall not, prior to Close of Escrow without the prior written consent of Seller, which consent may be given or denied in Seller's absolute discretion, enter into any lien, encumbrance, easement or license agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property.

(D) Full Power and Authority

Neither this Agreement nor anything provided to be done hereunder including the transfer of title to the Property to Buyer, violates or shall violate any contract, agreement or instrument to which Buyer is a Party. Buyer has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The execution, delivery and performance of this Agreement will have been duly and validly authorized by Buyer upon ratification by Buyer's Board of Trustees, and no other action by Buyer is requisite to the valid and binding execution, delivery, and performance of this Agreement by Buyer.

(E) Litigation

Except as specifically disclosed to Seller in writing, or otherwise known to the best knowledge of Seller, there are no actions or proceedings pending or threatened against Buyer, which does or will materially adversely affect Buyer's ability to consummate this transaction and to acquire the Property from the Seller.

(F) Change of Representation or Warranty

In the event Buyer acquires knowledge that any such representation or warranty is no longer accurate, Buyer shall immediately advise Seller of same.

(G) Best Knowledge

For purposes of this Section 2.2, the phrase "best of Buyer's knowledge" means the actual knowledge of Scott Leaman, Superintendent, acting in his representative capacity, on behalf of, and for, the Buyer only, without any independent investigation having been made, and not based on any implied, imputed or constructive knowledge of Buyer, including all of its officers and directors..

(H) On ratification of this Agreement by the Buyer's Board of Trustees and subject to the conditions precedent set forth in Article 3, Buyer has the full right, power, and authority to enter into and perform Buyer's obligations under this Agreement.

(I) If a Court of law should determine that Seller intentionally concealed or misrepresented any material condition of the Property, including, but not limited to, the presence of any hazardous materials in the soil or water on, under, or around the Property, then Buyer's obligations under this Agreement shall be rendered void and Buyer may pursue any available legal remedies.

ARTICLE 3
CONDITIONS PRECEDENT

3.1 Conditions Precedent to Closing of Escrow

The obligation of the Buyer and the Seller to complete this transaction pursuant to this Agreement is subject to the satisfaction, at or before the Close of Escrow, of the conditions contained herein. The Buyer and the Seller agree that each will, in good faith, endeavor to remove all said contingencies and conditions that are within its control. The following are conditions precedent to the Close of Escrow:

- (A) The Buyer must pay the Purchase Price to the Seller by depositing sufficient funds with the Escrow Holder in advance of the time necessary to close escrow pursuant to Section 4.3 of this Agreement;
- (B) Prior to the "Closing Date" (as hereinafter defined), the Parties will deposit with the Escrow Holder the title insurance and escrow closing costs for which they are

responsible. The Escrow Holder will place all sums deposited into an Escrow account;

- (C) The Title Company will be prepared to issue the "Title Policy" (as hereinafter defined) in the name of the Buyer for marketable title, free of restrictions, liens, and encumbrances except for those restrictions, liens, and encumbrances specifically allowed by Section 4.4 below, or otherwise approved in writing by the Buyer;
- (D) Seller must have provided Buyer with five (5) signed-originals of this Agreement;
- (E) Buyer's Board of Trustees shall have ratified this Agreement;
- (F) Escrow must not have been canceled or this Agreement terminated;
- (G) The Buyer's and the Seller's covenants, representations, and warranties shown above are true as of the Close of Escrow; and
- (H) Seller and Buyer must not be in breach or default of any of their respective obligations under this Agreement.
- (I) Seller shall deliver a quit claim or other evidence extinguishing any and all rights in and to the coal underlying said land and rights incidental thereto described in the Preliminary Title Report, dated January 15, 2016.

ARTICLE 4 **ESCROW PROVISIONS**

4.1 Escrow, Escrow Holder, and Opening of Escrow

Buyer's delivery to Escrow Holder of a fully executed original of this Agreement constitutes the opening of Escrow.

4.2 Escrow Instructions

The Parties shall provide a copy of this Agreement, any supplemental escrow instructions, signed by both Parties, and any other document necessary to consummate the purchase of the Property and to the Close of Escrow as contemplated by this Agreement to the Escrow Holder. Without limiting the effect of the foregoing, Escrow Holder's General Conditions will be binding on Seller and Buyer.

4.3 Close of Escrow

Escrow for the Property shall close upon the recordation of the Grant Deed in accordance with the terms and conditions hereof ("Close of Escrow" or "Closing Date" or "Closing"). Escrow will close within ten (10) days after the end of the Feasibility Period,

as extended by mutual written agreement between the Buyer and Seller. Any extension of the Close of Escrow shall not be effective unless and until a fully executed (by Buyer and Seller) original of any such written extension is provided to the Escrow Holder. In any event, the Close of Escrow shall only occur after all conditions set forth in this Agreement have been satisfied or waived.

4.4 Preliminary and Supplemental Title Reports

Within five (5) days following the Effective Date, Seller must instruct Escrow Holder to obtain and provide Buyer with a preliminary title report with respect to the Property (“Preliminary Title Report”), together with copies of the instruments underlying all exceptions that are referred to in the Preliminary Title Report (collectively, the “Title Documents”). Buyer may review and approve the Preliminary Title Report and the Title Documents for a period of thirty (30) days following Buyer’s receipt of the Title Documents (“Title Review Period”). If Buyer fails to disapprove any item in the Preliminary Title Report by a writing delivered to Seller and Escrow Holder by the expiration of the Title Review Period, then Buyer will be conclusively considered to have approved the item. Seller shall have a period of ten (10) days after receipt of any notice of disapproval in which to deliver written notice to Buyer of Seller’s election to either (i) agree to remove or cure the objectionable items prior to the Close of Escrow, or (ii) decline to remove or cure any such title exceptions and terminate Escrow and this Agreement. If Seller elects to terminate Escrow and this Agreement, Buyer shall have the right, by written notice delivered to Seller within ten (10) days after Buyer’s receipt of Seller’s notice, to agree to accept the Property subject to the objectionable items in lieu of Seller’s termination. However, Buyer is not required to give notice of disapproval of debts, liens to secure debts, delinquent taxes, assessments due as of the Closing Date, or other financing or monetary encumbrances on the Property, and those items will not be considered as “Permitted Exceptions” (as hereinafter defined).

4.5 Condition of Title

At the expiration of the Title Review Period, all matters contained in the Title Documents that Buyer has approved, or is considered to have approved, are “Permitted Exceptions.”

Seller must convey the Property to Buyer in fee simple title, which must be, except for the Permitted Exceptions, free and clear of all known mortgages, liens, charges, encumbrances, encroachments, easements, conditions, exception, assessments, taxes, or other defects in title.

4.6 Escrow Closing Costs

(A) Seller shall pay the costs associated with this transaction as follows:

- (1) [Fifty percent (50%) of the cost of a standard form CLTA (California Land Title Association) title insurance policy issued by the Escrow Holder as the “Title Insurer,” and covering the Property for the Purchase Price (“Title Policy”), plus the additional costs of obtaining an ALTA

(American Land Title Association) policy, including the cost of any survey or any endorsements to the policy requested by Buyer.

- (2) Fifty percent (50%) the Escrow Holder's fees.
 - (3) Any documentary transfer tax imposed by the County.
 - (4) All special taxes or assessments for the period prior to the Closing Date.
 - (5) All broker commissions related to this Agreement.]
- (B) Buyer shall pay the costs associated with this transaction as follows:
- (1) Fifty percent (50%) of the cost of a standard form CLTA (California Land Title Association) title insurance policy issued by the Escrow Holder as the "Title Insurer," and covering the Property for the Purchase Price ("Title Policy"), plus the additional costs of obtaining an ALTA (American Land Title Association) policy, including the cost of any survey or any endorsements to the policy requested by Buyer.
 - (2) Fifty percent (50%) the Escrow Holder's fees.
 - (3) Any recording fees, including recording fees associated with the Parcel Map.
 - (4) All special taxes or assessments which are attributable for the period after to the Closing Date.

4.7 Obligations of Buyer

If all of the conditions precedent have been met or waived, then by Close of Escrow, Buyer must deposit with Escrow Holder, in immediately available funds, the Purchase Price plus all other amounts for which Buyer is responsible. Buyer must also deposit the following documents:

- (A) A Certificate of Acceptance meeting the requirements of California Government Code Section 27281;
- (B) A Preliminary Change of Ownership Statement, if required.

4.8 Obligations of Seller

In addition to fulfilling any other obligations required by this Agreement, by Close of Escrow, Seller must deposit into Escrow:

- (A) The Grant Deed in recordable form and duly signed and acknowledged by Seller;

- (B) All sums, including, but not limited to, any sums necessary to cancel or pay taxes, special taxes, fees, charges, assessments, and other sums necessary to deliver free and clear title subject only to the Permitted Exceptions;
- (C) Documents reasonably required of Seller by Escrow Holder to carry out Close of Escrow. By the Close of Escrow, Seller must sign and deposit with Escrow Holder an original California Form 593-C and Certification of Non-Foreign Status (FIRPTA Certificate); and
- (D) Such proof of Seller's authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy.

4.9 Pro Forma Title Report & Estimated Closing Statement

The Escrow Holder must request from the Title Company a "Pro Forma Title Policy" at least fifteen (15) calendar days before the Close of Escrow and must deliver it to Buyer for Buyer's approval before the Close of Escrow. The Buyer will be considered to have approved the "Pro Forma Title Policy" if it contains only the Permitted Exceptions. The Escrow Holder must deliver to the Buyer and Seller an estimate of Closing Costs at least fifteen (15) calendar days before the Close of Escrow.

4.10 Title Policy

Escrow Holder must deliver to Buyer, through Escrow, an CLTA owner's standard policy of title insurance insuring Buyer as fee owner of the Property, subject only to the usual printed title company exceptions and the Permitted Exceptions, in an amount equal to the Purchase Price, issued by Title Company and dated as of the Close of Escrow, unless Buyer elects to pay for an ALTA policy of title insurance.

4.11 Recording of Documents and Delivery of Funds

On receipt of the funds and instruments described in this Article 4, and on the satisfaction or waiver of the conditions precedent to Close of Escrow, Escrow Holder must:

- (A) Disburse to Seller the cash portion of the Purchase Price, less any Required Deposits withdrawn by the Seller during the Escrow, less any Closing Costs owed by Seller under this Agreement.
- (B) Cause the Grant Deed and other documents as specified in this Agreement to be recorded in the Office of the County Recorder of the County of Placer, California;
- (C) Deliver conformed copies of the Grant Deed and all other appropriate documents to Buyer and Seller on Close of Escrow; and
- (E) Deliver an original of the FIRPTA Certificate to Buyer and Seller on Close of Escrow.

4.12 Cancellation of Escrow

If Escrow fails to close because of the default of either Party, the defaulting Party shall be liable for all Escrow cancellation charges. If Escrow fails to close for any other reason, the Parties shall equally split all Escrow cancellation charges.

4.13 Signing of Other Documents; Compliance with Regulations

The Parties will do all things and sign all documents that are reasonably necessary for Close of Escrow to occur. Furthermore, the Parties will comply at their own expense with all applicable laws and governmental regulations required for Close of Escrow to occur, including, but not limited to, any required filings with governmental authorities.

ARTICLE 5
NOTICES

5.1 Notices

All notices under this Agreement must be in writing. All notices must be sent with postage fully prepaid and be addressed to the respective Parties as set forth below or to other addresses and persons as the Parties may designate by written notice to the other Parties. The Notices will be effective:

- (A) When personally delivered by the other Party or messenger or courier of the other Party;
- (B) Three (3)-business days after deposit in the United States mail, registered or certified;
- (C) Twenty four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or
- (D) On receipt of a telecopy or fax transmission, if a hard copy of the transmission is thereafter delivered in one of the methods described in (A) through (C) above. However, facsimiles sent after 5:00 p.m. PST, or PDT as applicable, are considered to have been sent the next business day.

TO THE SELLERS:

Lois C. Mowat Living Trust

[INSERT CONTACT INFORMATION]

with copy to:

[INSERT CONTACT INFORMATION]

TO THE BUYER:

Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, California 95648
Telephone: (916) 645-6350
Facsimile: (916) 645-6356
Attention: Superintendent

with copy to:

Lozano Smith, LLP
One Capitol Mall, Suite 640
Sacramento, California 95814
Telephone: (916) 329-7433
Facsimile: (916) 329-9050
Attention: Megan Macy

TO THE ESCROW HOLDER:

[INSERT CONTACT INFORMATION]

ARTICLE 6
MISCELLANEOUS PROVISIONS

6.1 Entire Agreement, Waivers, and Amendments

This Agreement supersedes all negotiations and previous agreements between the Parties related to the purchase and sale of the Property. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by both Parties.

6.2 Exhibits

Exhibits "A", "B" and "C" attached to this Agreement are incorporated into this Agreement by this reference. The Exhibits are as follows:

"A" - LEGAL DESCRIPTION OF PROPERTY
"B" - GRANT DEED
"C" - PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE

6.3 Effect of Recitals

The Recitals shown above are considered true and are binding on Seller and Buyer.

6.4 Section References

Any reference to any Section of this Agreement cited without a decimal includes all Sections following the cited Section. For example, a reference to Section 5 includes 5.1, 5.1(a), et seq.

6.5 Commissions or Brokerage Fees

Seller shall be responsible for all brokerage fees related to this Agreement as set forth in Section 4.6, which brokerage fee shall be paid out of the sale proceeds from the Property at the Close of Escrow.

6.6 Legal Action

If a dispute arises relating to this Agreement, the Parties shall first attempt to resolve it through informal discussions. Any Party may convene such discussions by written notice, and each Party shall reasonably accommodate the other Party with respect to scheduling. If the dispute is not resolved in this manner within thirty (30) days from the date one Party first contacts the other to commence informal discussions hereunder, the dispute shall be heard by a referee pursuant to the provisions of the California Code of Civil Procedure Section 638, et seq. The Parties shall agree upon a single referee who shall then try all issues, whether of fact or law, and report a finding and judgment thereon. If the Parties are unable to agree upon a referee, either party may seek to have one appointed, pursuant to Sections 638 to 645.2 of the California Code of Civil Procedure. The cost of such proceeding shall initially be borne equally by the Parties. However, the prevailing party shall be entitled, in addition to all other costs, to the costs of the reference as an item of recoverable costs.

6.7 Attorney's Fees and Costs

In the event of any legal proceeding arising out of or relating to this Agreement, including the reference procedure referred to in Section 6.6 above, the prevailing Party, as declared by a court or adjudicatory body with competent jurisdiction over the matter, shall be entitled to recover its reasonable attorneys' fees and expenses (including expert witness fees) arising from the proceeding. Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a Party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

6.8 Third-Party Beneficiaries

This Agreement confers no rights on any party except the signatories to this Agreement.

6.9 Binding on Heirs

This Agreement is binding on the Parties hereto and their respective heirs or representatives, and their permitted transferees, successors, and assigns.

6.10 Assignment

Neither Party shall have the right to transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Further, Seller may only assign this Agreement to another entity and be relieved of all liability or responsibility under this Agreement, provided that such assignee fully assumes all of Seller's obligations hereunder in a writing approved and duly executed by the Buyer and the assignee, and only where the assignee demonstrates to the satisfaction of the Buyer its capability, both financial and practical, to properly and fully complete and perform all obligations hereunder; otherwise Seller will retain all obligations.

6.11 Obligations Survive Close of Escrow

All obligations to be performed at a time after the Close of Escrow, whether specifically referred to as surviving the Close of Escrow or not, and all covenants, representations and warranties of the Parties, will survive the Close of Escrow.

6.12 Severability

If a court of competent jurisdiction holds any provision in this Agreement to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired in any way.

6.13 Governing Law

This Agreement must be construed according to its fair meaning and as if prepared by both Buyer and Seller. This Agreement must be construed in accordance with the laws of the State of California in effect on the Effective Date. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Placer.

6.14 Time is of the Essence

Time is of the essence in this Agreement.

6.15 Condemnation

If before Close of Escrow, the Property or any portion thereof is destroyed or damaged, the Seller shall apply all proceeds of any insurance policy applicable to the loss to the restoration of the Property. If, before Close of Escrow, the Property becomes subject to a taking by virtue of eminent domain, the Buyer shall have a right to contest the taking of the Property as the highest and best use of the property, or shall have the right to modify this Agreement with Seller to locate the Property at another mutually agreeable location. The Buyer and the Seller shall cooperate to locate a suitable alternative site for the School and renegotiate the terms of the Agreement accordingly.

6.16 Headings

Headings at the beginning of each Article and Section are solely for the convenience of the Parties and must not to be construed as enlarging or limiting the language following the headings.

6.17 Nondiscrimination

Buyer and Seller must not discriminate against any person because of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

6.18 Rights and Remedies are Cumulative

Unless stated otherwise in this Agreement, the rights and remedies of the Parties are cumulative. A Party's exercise of any of its right or remedies will not preclude its exercise, at the same or at different times, of any other rights or remedies for the same, or any other default.

6.19 Cooperation

Seller must provide Buyer, without demand, copies of all planning, engineering, architectural and other project documents, and all modifications to those documents, relating to the Property.

6.20 Possession of Property

Subject to the provisions of the Site Lease, the Parties agree that Buyer may take possession of the Property for all purposes immediately following the Close of Escrow.

6.21 Business Days

In this Agreement; “business days” means days other than Saturdays, Sundays, and federal and state legal holidays, and “days” means calendar days. If the time for performance of an obligation under this Agreement falls on other than a business day, the time for performance shall be extended to the next business day.

6.22 Force Majeure

No Party shall be deemed to be in default where failure or delay in the performance of any of its obligations under this Agreement is caused by floods, earthquakes, other acts of God, fires, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond a Party’s control, shortage of materials (exclusive of prefab/modular building products), prohibitory court actions (such as restraining orders or injunctions) or other causes beyond a Party’s control. If any such events shall occur, the time for performance by any Party of its obligations hereunder shall be extended for the period of time that such events prevented such performance.

6.23 Facsimile Signatures

Signatures delivered by facsimile shall be as binding as originals upon the Parties so signing and delivering, provided that original signatures are provided no later than five (5) business days after delivery of the facsimile signature. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement.

6.24 Successors and Assigns

Subject to compliance with the assignment provisions of Section 6.9 above, the provisions of this Agreement shall inure to the benefit of and likewise be binding upon each of the Party's successors and/or assigns, if any.

BUYER: **WESTERN PLACER UNIFIED SCHOOL DISTRICT**

By: _____
Scott Leaman, Superintendent

SELLER: **LOIS C. MOWAT LIVING TRUST**

By: _____
Lois C. Mowat, Trustee of the

ACKNOWLEDGMENT AND ACCEPTANCE

We acknowledge receipt of an original of the foregoing Escrow Instructions and the enclosures listed, and we agree to act as Escrow Holder under the terms and conditions of the instructions.

[ESCROW HOLDER]

By _____
Its: Authorized Officer

Dated _____, 20__

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[See attached Legal description]

EXHIBIT "B"

FORM OF GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, California 95648
Telephone: (916) 645-6350
Attention: Superintendent

MAIL TAX STATEMENTS TO:

Same as above

Recording of this document is fee-exempt under Government Code Section 6103. No Documentary Transfer Tax is due on this document pursuant to Revenue and Taxation Code Section 11922.

GRANT DEED

Assessor's Parcel Number: 008-043-007-000

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, LOIS C. MOWAT, AS TRUSTEE OF THE LOIS C. MOWAT LIVING TRUST, ("Grantor"), hereby grants to WESTERN PLACER UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California ("Grantee"), that certain real property in the City of Lincoln, County of Placer, State of California described in Exhibit A to Grant Deed attached hereto and incorporated herein, together with all buildings and improvements located thereon, subject to any covenants, conditions, restrictions, easements and other matters of record (the "Property").

In witness whereof, Grantors have caused this Grant Deed to be executed as of the _____ day of _____, 20____.

GRANTOR:

SELLER:

Lois C. Mowat, Trustee of the Lois C. Mowat
Living Trust

MAIL TAX STATEMENTS AS SET FORTH ABOVE

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF PLACER

On _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[SEAL]

EXHIBIT A

TO

GRANT DEED

[LEGAL DESCRIPTION OF PROPERTY]

EXHIBIT "C"

FORM OF CERTIFICATE OF ACCEPTANCE OF DEDICATION

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 20___, from the LOIS C. MOWAT LIVING TRUST to the WESTERN PLACER UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California, is hereby accepted by the undersigned officer on behalf of the Western Placer Unified School District ("District") pursuant to authority conferred by Resolution No. _____ adopted [December 20, 2016] by the Governing Board of the District, and the District consents to the recordation thereof by its duly authorized officer.

Dated: _____

"DISTRICT"

WESTERN PLACER UNIFIED SCHOOL DISTRICT,
a school district duly organized and existing
under the laws of the State of California

By: _____

Name: Scott Leaman

Its: Superintendent

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:

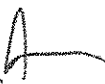
Resolution No. 16/17.21 Regarding the Purchase of Real Property Adjacent to Lincoln High School (Parcel 008-081-012)

AGENDA ITEM AREA:

Action

REQUESTED BY:

Michael Adell
Director of Facilities



ENCLOSURES:

Yes

DEPARTMENT:

Facilities

FINANCIAL INPUT/SOURCE:

Developer Fees Fund 25

MEETING DATE:

February 7, 2017

ROLL CALL REQUIRED:

Yes

BACKGROUND:

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

The district is continuing to evaluate the Property for suitability and has not completed educational or site master planning of the Property.

In conjunction with the School Site Evaluation, staff will also stay in compliance with California Department of Education, and CEQA requirements. Part of the process in purchasing the site is a public hearing to accept comments and testimony from the public with regards to the site purchase and land use.

The attached draft purchase agreement resolution states that the District has held a public hearing and considered all comments, will comply with California Department of Education Title 5 standards, and allows District staff to move forward with the purchase of this property.

RECOMMENDATION:

Staff recommends the Board of Trustees adopt Resolution No. 16/17.21 Regarding the Purchase of Real Property Adjacent to Lincoln High School (Parcel 008-081-012).

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 16/17.21**

**EVALUATION OF PROPERTY IN ACCORDANCE WITH SITE
SELECTION STANDARDS AND AUTHORIZATION TO ENTER
INTO A PURCHASE AND SALE AGREEMENT FOR THE
PROPERTY (APN 008-081-012)
OWNER: HARDESTY 2007 REVOCABLE TRUST**

WHEREAS, the Board of Trustees (the "Board") of the Western Placer Unified School District (the "District") has indicated a desire to acquire property adjacent to the Lincoln High School for the future expansion of the school campus (the "Project"); and

WHEREAS, the District has selected, as the most suitable site for the Project, a parcel of property (APN 008-081-012) (the "Property"), which Property includes approximately 0.15 acres of real property located in Placer County; and

WHEREAS, the Property has been made available for purchase; and

WHEREAS, the Property is owned by Hardesty 2007 Revocable Trust ("Seller"), who desires to sell the Property for the sum of \$85,000 for such school facility purposes; and

WHEREAS, initial investigations of the Property indicate that it is a desirable acquisition for future use as a school site; and

WHEREAS, the Board desires to purchase the Property for the purposes of constructing the Project; and

WHEREAS, California Education Code Section 17211 requires, prior to acquisition of real property for a new school, that the board of trustees of a school district shall evaluate the property at a public hearing using site selection standards established by the State Department of Education; and

WHEREAS, notice that the District will hold a public hearing in accordance with Education Code Section 17211 was provided to the public within a reasonable period prior to the hearing; and

WHEREAS, the public was given the opportunity to comment on the conformity of the proposed school site with the State Department of Education site selection standards at the public hearing; and

WHEREAS, the District is continuing to evaluate the Property for suitability and has not completed educational or site master planning of the Property; and

WHEREAS, the purchase of the Property is itself a "project" for purposes of the California Environmental Quality Act ("CEQA") and so requires CEQA review and the

preparation of appropriate CEQA documentation before it may be approved, except that under California Code of Regulations, Title 14, section 15004(b) the District may defer such review and document preparation until the District has completed its plans for the use of the Property if it conditions the District's future use of the Property on compliance with CEQA before such use; and

WHEREAS, the Board intends to so condition the District's future use of the Property; and

WHEREAS, because the District has not yet completed educational or site master planning of the Property, the District is unable to comply with Education Code section 17211 or with CEQA at this time; and

WHEREAS, the Board has determined that it is in the best interests of the District to defer the requirements with respect to the Property for complying with Education Code section 17211 and with CEQA until after the District has undertaken the educational and facilities master planning needed for the Property, to condition the District's future use (or change of use) of the Property on completion of such requirements the Property before such use or change of use occurs, and to complete the purchase of the Property in the meantime; and

WHEREAS, upon approval of this Resolution, the Superintendent of the District, or his designee, will be authorized to close escrow pursuant to the other terms of a Purchase and Sale Agreement between the District and Seller (the "Purchase Agreement"), and take other actions necessary or convenient to complete the purchase of the Property.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT HEREBY FIND, DETERMINE, AND RESOLVE, as follows:

SECTION 1. The Board adopts the foregoing recitals as true and correct.

SECTION 2. The Board hereby defers the requirements with respect to the Property for complying with Education Code section 17211 and CEQA until after the District has undertaken the additional evaluation of the Property and educational and facilities master planning needed for the use of the Property. In accordance with California Code of Regulations, Title 14, section 15004(b), the Board hereby conditions the District's future use (or change of use) of the Property on CEQA compliance before such use or change of use occurs.

SECTION 3. The Board authorizes the purchase of the Property for Eighty Five Thousand Dollars (\$85,000). The District Superintendent, staff, and consultants are authorized and directed to take all steps necessary or convenient to complete the purchase of the Property in accordance with the Purchase Agreement, which Purchase Agreement, in substantially the form presented to the Board at this meeting (subject to making such changes to the Purchase Agreement as may be necessary or appropriate to consummate the purchase of the Property), is hereby approved and ratified. The District Superintendent, or his designee, is authorized and directed to execute the Purchase Agreement on behalf of the District, give notice to the Seller and Escrow Holder of the District's intention to close escrow as soon as possible, execute a Certificate of Acceptance of the grant deed to the Property, secure appropriate policies of title insurance, and take any and all other steps that may be necessary or convenient to complete the

acquisition of the Property, all in accordance with the Purchase Agreement.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

ADOPTED by the Governing Board of the Western Placer Unified School District on the _____ day of _____, 20__ by the following vote:

AYES:

NOES:

ABSENT:

WESTERN PLACER UNIFIED SCHOOL

DISTRICT

ATTEST:

By: _____
President of the Board of Trustees

Secretary of the Board of Trustees,
Western Placer Unified School
District

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS
BETWEEN
HARDESTY 2007 REVOCABLE TRUST
AND
WESTERN PLACER UNIFIED SCHOOL DISTRICT**

This Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (“Agreement”) is entered into as of _____, 2017 (“Effective Date”) between the HARDESTY 2007 REVOCABLE TRUST (“Seller”), and the WESTERN PLACER UNIFIED SCHOOL DISTRICT, a California public school district (“Buyer”). Buyer and Seller may also be referred to in this Agreement singularly as a “Party” and collectively as the “Parties.”

RECITALS

- A. Seller is the fee owner of approximately 0.15 acres of real property located in Placer County, California, APN #008-081-012, as more specifically defined in Exhibit A attached, shall be referred herein as the “Property”.
- B. The Buyer desires to purchase the Property for the purposes of expanding its Lincoln High School campus.
- C. After reviewing Buyer’s proposal, Seller determined that it desired to sell the Property to Buyer.

The Parties therefore agree as follows:

**ARTICLE 1
PURCHASE AND SALE**

1.1 Purchase and Sale of the Property

Subject to the terms and conditions that follow, Seller shall sell to Buyer, and Buyer shall purchase the (i) Property, together with any improvements located thereon, (ii) all easements, licenses, interests, privileges, rights and appurtenances owned or held by Seller relating to the Property, including but not limited to all minerals, oil, gas and other hydrocarbon substances located thereon (except for Hazardous Materials as defined in 2.1(H)), all development rights, air rights water, water right and water stock relating to the Property, and (iii) any and all permits, certificates of occupancy, development agreements, warranties, licenses and other rights owned by Seller with respect to the ownership or operation of the land.

1.2 Purchase Price

- (A) The purchase price for the Property ("Purchase Price") shall be _____ (\$_____). The Purchase Price is based on the "as is" value of the Property.
- (B) Buyer will pay the Purchase Price to Seller, through Escrow, on the following terms and conditions:
 - (1) Escrow shall be opened at _____ ("Escrow Holder" or "Title Company") at the address specified in Article 5 below.
 - (2) Title to the Property shall be conveyed by the Seller to the Buyer by a fully executed and notarized grant deed for the Property ("Grant Deed") in the form attached as Exhibit B. Buyer shall accept the Grant Deed using the Certificate of Acceptance in the form attached as Exhibit C. The original of the Grant Deed for the Property shall be deposited in Escrow by Seller.
 - (3) The Buyer shall have approved the "Preliminary Title Report" (as hereinafter defined) for the Property and any exceptions stated therein pursuant to the terms of this Agreement.
- (C) If any tenant is on the Property, Seller must terminate the tenancy before the "Close of Escrow" (as hereinafter defined). No tenant has any right to any part of the Purchase Price and Buyer will pay the Purchase Price only to the Seller. If any tenant is on the Property, other than the Seller, Seller will indemnify and defend the Buyer against any claims for any share in the Purchase Price based on that tenancy.

1.3 Due Diligence and Feasibility.

- (A) Within seven (7) days of the Effective Date, Seller shall provide to Buyer all reports or inspection records of systems and subsystems pertaining to the Property that Seller has in its possession including, but not limited to: service contracts, current year tax, maintenance and utility bills, Hazardous Materials reports, soil and ground water conditions reports including those pertaining to topography and drainage, land or building surveys, any Phase I and II Environmental Reports related to the Property, original and/or updated geology, environmental, and engineering reports, soil reports, site plans, and/or other documents plans related to the condition, design, construction and/or eventual modifications to the original condition of the Property.
- (B) Buyer shall have a ninety (90) day "Feasibility Period" from the Effective Date of the Agreement, which may be extended by mutual written consent of the parties, to review the condition of the Property and conduct any and all appropriate geological, engineering, safety and other inspections it determines necessary or as required by state and local law so as to ensure that the Property complies with all

state and local requirements applicable to Buyer's proposed use of the Property. Buyer's obligation to purchase the Property is conditioned upon Buyer's approval of the following:

- (1) Buyer's approval of and satisfaction with the physical condition of the Property and all tests, inspections, and studies to be conducted by Buyer, or Seller, including, without limitation, any environmental assessments.
- (2) Buyer's determination that the Property is suitable for Buyer's intended uses.
- (3) Buyer's approval of an appraisal of the Property to be completed in a manner satisfactory for Buyer to secure State funding for acquisition of the Property.

Buyer's failure to disapprove the above conditions within the Feasibility Period shall be deemed Buyer's approval of such conditions.

During the Feasibility Period, Seller shall permit Buyer, and its authorized agents ("Buyer's Agents") to enter onto the Property, at reasonable times and upon reasonable notice, for the purpose of making engineering, geological, planning, development and other studies, inspections and tests.

1.4 Deposits

All deposits required by this Agreement shall be applied to the Purchase Price and shall be collectively referred to as "Required Deposits." Any interest earned on the Required Deposits shall be applied to the Purchase Price. The following Required Deposits shall be made by the Buyer:

(A) Initial Deposit.

Upon the Effective Date of this Agreement, Buyer shall deposit One Thousand Dollars (\$1,000.00) as an initial deposit ("Initial Deposit") into Escrow. The Initial Deposit shall be applied to the Purchase Price. Except as otherwise set forth herein, the Initial Deposit shall become non-refundable ninety (90) days from the Effective Date of this Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Seller's Representations and Warranties

(A) No Commitments or Agreements

Except as specifically disclosed to Buyer in writing, Seller has made no written commitments or agreements materially and adversely affecting the Property, or any part thereof, or any interest therein, which will survive the Close of Escrow.

(B) Liens

Except as specifically disclosed to Buyer in writing, to the best knowledge of Seller, there are no mechanics', materialmen's or similar claims or liens presently claimed or which will be claimed against the Property for work performed or commenced for Seller or on Seller's behalf.

(C) Rights of Possession

Except as specifically disclosed to Buyer in writing, there are not as of the date of this Agreement, nor will there be as of the Close of Escrow, any written or oral leases or contractual right or option to lease, purchase, or otherwise enjoy possession, rights or interest of any nature, including but not limited to minerals of whatsoever kind and subsurface and surface substances, in and to the Property and no persons shall have any right of possession to the Property as of the Close of Escrow or at any time thereof.

(D) Ownership and Encumbrances

Seller has not and shall not, prior to Close of Escrow without the prior written consent of Buyer, which consent may be given or denied in Buyer's absolute discretion, enter into any lien, encumbrance, easement or license agreement, or any other agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property.

(E) Full Power and Authority

Neither this Agreement nor anything provided to be done hereunder including the transfer of title to the Property to Buyer violates or shall violate any contract, agreement or instrument to which Seller is a party. Seller has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The execution, delivery and performance of this Agreement has been duly and validly authorized by Seller, and no other action by Seller is requisite to the valid and binding execution, delivery, and performance of this Agreement by Seller.

(F) Litigation

Except as specifically disclosed to Buyer in writing, or otherwise known to the best knowledge of Seller, there are no actions, suits, claims or legal or other proceedings pending or threatened against Seller, which could materially adversely affect Seller's ability to consummate this transaction and to convey the Property to the Buyer.

(G) Reports

To the best of the Seller's knowledge, Seller has made available to the Buyer all third party professional reports within its possession concerning the Property.

(H) Environmental Laws/Hazardous Materials

Except as disclosed in writing by Seller, to the best of Seller's knowledge: (i) there has been no production, storage or disposal on the Property of any Hazardous Material (as defined below) by Seller or, to the best of Seller's knowledge, by any previous owner or tenant of the Property; (ii) Hazardous Materials have not been dumped, buried, leaked, or otherwise released upon, in or under Property or allowed to pass on, under or through the Property at any time during or prior to Seller's ownership of the Property; (iii) Seller has complied with all laws, regulations, and ordinances ("Environmental Laws") relating to the use of all Hazardous Materials used on the Property; (iv) there is no proceeding or inquiry by any federal, state or local governmental agency with respect to the use, production, storage, release or migration of Hazardous Materials on, through or across the Property; and (v) there is no contamination of Hazardous Materials on, at, about, or within the Property, except as has been identified through Buyer's environmental site assessment work. "Hazardous Material" means any hazardous or toxic substance, material or waste that is: (i) regulated by any governmental authority, the State of California or the United States; (ii) defined as an "acutely hazardous waste," "extremely hazardous waste," "hazardous waste," or "waste" under Sections 25110.02, 25115, 25117, or 25124 of the California Health and Safety Code, or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code Division 20 Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Chapter 10 Division 4.5 of Title 22 or defined as hazardous or extremely hazardous pursuant to Division 21.5 of Title 26 of the California Code of Regulations; (viii) designated as a "hazardous waste" pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; (ix) defined as a "hazardous substance" pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, 42

U.S.C. Section 9601 et seq.; (x) any flammable substances or explosives; or (xi) any radioactive material.

(I) Notices

Seller has made all disclosures and provided all notices to Buyer which are required by Section 25359.7 of the California Health and Safety Code.

(J) Best Knowledge

For purposes of this Section 2.1, the phrase “best of Seller’s knowledge” means the actual knowledge of Leland William Hardesty and/or Nancy Hardesty, without any independent investigation having been made, and not based on any implied, imputed or constructive knowledge of Seller.

(K) To Seller’s knowledge, Seller is not in default of any of its obligations or liabilities pertaining to the Property, nor are there any existing facts, circumstances, conditions, or events that would constitute or result in any default on the giving of notice, the passage of time, or both.

(L) Seller has not received written notice from any governmental agency that the Property is in violation of any statute or regulation.

(M) Seller has not:

- (1) Made a general assignment for the benefit of creditors;
- (2) Filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors;
- (3) Suffered the appointment of a receiver to take possession of all or substantially all of its assets;
- (4) Suffered the attachment or other judicial seizure of all, or substantially all, of its assets;
- (5) Admitted in writing its inability to pay its debts as they come due; or
- (6) Made an offer of settlement, extension, or composition to its creditors generally.

(N) Neither this Agreement, nor anything to be done hereunder, violates or will violate any contract, agreement, or instrument to which Seller is a party, or which to the best of Seller’s knowledge affects the Property. The signature, consent, or acknowledgment of no other person or entity is necessary to validate the signing of this Agreement by Seller or permit its sale of the Property to Buyer.

- (O) If between the Effective Date and the Close of Escrow, Seller or Buyer becomes aware of facts or circumstances which would make any of Seller's representations or warranties hereunder materially incorrect, whether as of the Effective Date or any time thereafter to the Close of Escrow, such fact or circumstance shall not be construed as a breach by Seller of such applicable representation or warranty but Buyer shall have the right to either: (i) terminate this Agreement if such fact or circumstance would have a material and adverse impact on the Property or Buyer's intended development thereof, such termination being treated as a failure of a condition precedent under Section 3.1, below, or (ii) waive such condition and proceed to Close of Escrow in accordance with this Agreement in which case the representations and warranties of Seller hereunder shall be deemed modified and remade to incorporate such fact or circumstance as an exception thereto.

2.2 Buyer's Representations and Warranties

- (A) No Commitments or Agreements

Except as specifically disclosed to Seller in writing, Buyer has made no written commitments to or agreements with any governmental authority or agency materially and adversely affecting the Property, or any part thereof, or any interest therein, which will survive the Close of Escrow.

- (B) Liens

Except as specifically disclosed to Seller in writing, to the best knowledge of Buyer, there are no mechanics', materialmen's or similar claims or liens presently claimed against the Property for work performed or commenced for Buyer or on Buyer's behalf.

- (C) Ownership and Encumbrances

Buyer shall not, prior to Close of Escrow without the prior written consent of Seller, which consent may be given or denied in Seller's absolute discretion, enter into any lien, encumbrance, easement or license agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property.

- (D) Full Power and Authority

Neither this Agreement nor anything provided to be done hereunder including the transfer of title to the Property to Buyer, violates or shall violate any contract, agreement or instrument to which Buyer is a Party. Buyer has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The execution, delivery and performance of this Agreement will have been duly and validly authorized by Buyer upon ratification by Buyer's Board of Trustees, and no other action by Buyer is requisite to the

valid and binding execution, delivery, and performance of this Agreement by Buyer.

(E) Litigation

Except as specifically disclosed to Seller in writing, or otherwise known to the best knowledge of Seller, there are no actions or proceedings pending or threatened against Buyer, which does or will materially adversely affect Buyer's ability to consummate this transaction and to acquire the Property from the Seller.

(F) Change of Representation or Warranty

In the event Buyer acquires knowledge that any such representation or warranty is no longer accurate, Buyer shall immediately advise Seller of same.

(G) Best Knowledge

For purposes of this Section 2.2, the phrase "best of Buyer's knowledge" means the actual knowledge of Scott Leaman, Superintendent, acting in his representative capacity, on behalf of, and for, the Buyer only, without any independent investigation having been made, and not based on any implied, imputed or constructive knowledge of Buyer, including all of its officers and directors..

(H) On ratification of this Agreement by the Buyer's Board of Trustees and subject to the conditions precedent set forth in Article 3, Buyer has the full right, power, and authority to enter into and perform Buyer's obligations under this Agreement.

(I) If a Court of law should determine that Seller intentionally concealed or misrepresented any material condition of the Property, including, but not limited to, the presence of any hazardous materials in the soil or water on, under, or around the Property, then Buyer's obligations under this Agreement shall be rendered void and Buyer may pursue any available legal remedies.

ARTICLE 3
CONDITIONS PRECEDENT

3.1 Conditions Precedent to Closing of Escrow

The obligation of the Buyer and the Seller to complete this transaction pursuant to this Agreement is subject to the satisfaction, at or before the Close of Escrow, of the conditions contained herein. The Buyer and the Seller agree that each will, in good faith, endeavor to remove all said contingencies and conditions that are within its control. The following are conditions precedent to the Close of Escrow:

(A) The Buyer must pay the Purchase Price to the Seller by depositing sufficient funds with the Escrow Holder in advance of the time necessary to close escrow pursuant to Section 4.3 of this Agreement;

- (B) Prior to the "Closing Date" (as hereinafter defined), the Parties will deposit with the Escrow Holder the title insurance and escrow closing costs for which they are responsible. The Escrow Holder will place all sums deposited into an Escrow account;
- (C) The Title Company will be prepared to issue the "Title Policy" (as hereinafter defined) in the name of the Buyer for marketable title, free of restrictions, liens, and encumbrances except for those restrictions, liens, and encumbrances specifically allowed by Section 4.4 below, or otherwise approved in writing by the Buyer;
- (D) Seller must have provided Buyer with five (5) signed-originals of this Agreement;
- (E) Buyer's Board of Trustees shall have ratified this Agreement;
- (F) Escrow must not have been canceled or this Agreement terminated;
- (G) The Buyer's and the Seller's covenants, representations, and warranties shown above are true as of the Close of Escrow; and
- (H) Seller and Buyer must not be in breach or default of any of their respective obligations under this Agreement.

ARTICLE 4 **ESCROW PROVISIONS**

4.1 Escrow, Escrow Holder, and Opening of Escrow

Buyer's delivery to Escrow Holder of a fully executed original of this Agreement constitutes the opening of Escrow.

4.2 Escrow Instructions

The Parties shall provide a copy of this Agreement, any supplemental escrow instructions, signed by both Parties, and any other document necessary to consummate the purchase of the Property and to the Close of Escrow as contemplated by this Agreement to the Escrow Holder. Without limiting the effect of the foregoing, Escrow Holder's General Conditions will be binding on Seller and Buyer.

4.3 Close of Escrow

Escrow for the Property shall close upon the recordation of the Grant Deed in accordance with the terms and conditions hereof ("Close of Escrow" or "Closing Date" or "Closing"). Escrow will close within ten (10) days after the end of the Feasibility Period, as extended by mutual written agreement between the Buyer and Seller. Any extension of the Close of Escrow shall not be effective unless and until a fully executed (by Buyer

and Seller) original of any such written extension is provided to the Escrow Holder. In any event, the Close of Escrow shall only occur after all conditions set forth in this Agreement have been satisfied or waived.

4.4 Preliminary and Supplemental Title Reports

Within five (5) days following the Effective Date, Seller must instruct Escrow Holder to obtain and provide Buyer with a preliminary title report with respect to the Property (“Preliminary Title Report”), together with copies of the instruments underlying all exceptions that are referred to in the Preliminary Title Report (collectively, the “Title Documents”). Buyer may review and approve the Preliminary Title Report and the Title Documents for a period of thirty (30) days following Buyer’s receipt of the Title Documents (“Title Review Period”). If Buyer fails to disapprove any item in the Preliminary Title Report by a writing delivered to Seller and Escrow Holder by the expiration of the Title Review Period, then Buyer will be conclusively considered to have approved the item. Seller shall have a period of ten (10) days after receipt of any notice of disapproval in which to deliver written notice to Buyer of Seller’s election to either (i) agree to remove or cure the objectionable items prior to the Close of Escrow, or (ii) decline to remove or cure any such title exceptions and terminate Escrow and this Agreement. If Seller elects to terminate Escrow and this Agreement, Buyer shall have the right, by written notice delivered to Seller within ten (10) days after Buyer’s receipt of Seller’s notice, to agree to accept the Property subject to the objectionable items in lieu of Seller’s termination. However, Buyer is not required to give notice of disapproval of debts, liens to secure debts, delinquent taxes, assessments due as of the Closing Date, or other financing or monetary encumbrances on the Property, and those items will not be considered as “Permitted Exceptions” (as hereinafter defined).

4.5 Condition of Title

At the expiration of the Title Review Period, all matters contained in the Title Documents that Buyer has approved, or is considered to have approved, are “Permitted Exceptions.”

Seller must convey the Property to Buyer in fee simple title, which must be, except for the Permitted Exceptions, free and clear of all known mortgages, liens, charges, encumbrances, encroachments, easements, conditions, exception, assessments, taxes, or other defects in title.

4.6 Escrow Closing Costs

(A) Seller shall pay the costs associated with this transaction as follows:

- (1) [Fifty percent (50%) of the cost of a standard form CLTA (California Land Title Association) title insurance policy issued by the Escrow Holder as the “Title Insurer,” and covering the Property for the Purchase Price (“Title Policy”), plus the additional costs of obtaining an ALTA (American Land Title Association) policy, including the cost of any survey or any endorsements to the policy requested by Buyer.

- (2) Fifty percent (50%) the Escrow Holder's fees.
 - (3) Any documentary transfer tax imposed by the County.
 - (4) All special taxes or assessments for the period prior to the Closing Date.
 - (5) All broker commissions related to this Agreement.]
- (B) Buyer shall pay the costs associated with this transaction as follows:
- [(1) Fifty percent (50%) of the cost of a standard form CLTA (California Land Title Association) title insurance policy issued by the Escrow Holder as the "Title Insurer," and covering the Property for the Purchase Price ("Title Policy"), plus the additional costs of obtaining an ALTA (American Land Title Association) policy, including the cost of any survey or any endorsements to the policy requested by Buyer.]
 - [(2)] Fifty percent (50%) the Escrow Holder's fees.
 - [(3)] Any recording fees, including recording fees associated with the Parcel Map.
 - [(4)] All special taxes or assessments which are attributable for the period after to the Closing Date.

4.7 Obligations of Buyer

If all of the conditions precedent have been met or waived, then by Close of Escrow, Buyer must deposit with Escrow Holder, in immediately available funds, the Purchase Price plus all other amounts for which Buyer is responsible. Buyer must also deposit the following documents:

- (A) A Certificate of Acceptance meeting the requirements of California Government Code Section 27281;
- (B) A Preliminary Change of Ownership Statement, if required.

4.8 Obligations of Seller

In addition to fulfilling any other obligations required by this Agreement, by Close of Escrow, Seller must deposit into Escrow:

- (A) The Grant Deed in recordable form and duly signed and acknowledged by Seller;
- (B) All sums, including, but not limited to, any sums necessary to cancel or pay taxes, special taxes, fees, charges, assessments, and other sums necessary to deliver free and clear title subject only to the Permitted Exceptions;

- (C) Documents reasonably required of Seller by Escrow Holder to carry out Close of Escrow. By the Close of Escrow, Seller must sign and deposit with Escrow Holder an original California Form 593-C and Certification of Non-Foreign Status (FIRPTA Certificate); and
- (D) Such proof of Seller's authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy.

4.9 Pro Forma Title Report & Estimated Closing Statement

The Escrow Holder must request from the Title Company a "Pro Forma Title Policy" at least fifteen (15) calendar days before the Close of Escrow and must deliver it to Buyer for Buyer's approval before the Close of Escrow. The Buyer will be considered to have approved the "Pro Forma Title Policy" if it contains only the Permitted Exceptions. The Escrow Holder must deliver to the Buyer and Seller an estimate of Closing Costs at least fifteen (15) calendar days before the Close of Escrow.

4.10 Title Policy

Escrow Holder must deliver to Buyer, through Escrow, an CLTA owner's standard policy of title insurance insuring Buyer as fee owner of the Property, subject only to the usual printed title company exceptions and the Permitted Exceptions, in an amount equal to the Purchase Price, issued by Title Company and dated as of the Close of Escrow, unless Buyer elects to pay for an ALTA policy of title insurance.

4.11 Recording of Documents and Delivery of Funds

On receipt of the funds and instruments described in this Article 4, and on the satisfaction or waiver of the conditions precedent to Close of Escrow, Escrow Holder must:

- (A) Disburse to Seller the cash portion of the Purchase Price, less any Required Deposits withdrawn by the Seller during the Escrow, less any Closing Costs owed by Seller under this Agreement.
- (B) Cause the Grant Deed and other documents as specified in this Agreement to be recorded in the Office of the County Recorder of the County of Placer, California;
- (C) Deliver conformed copies of the Grant Deed and all other appropriate documents to Buyer and Seller on Close of Escrow; and
- (E) Deliver an original of the FIRPTA Certificate to Buyer and Seller on Close of Escrow.

4.12 Cancellation of Escrow

If Escrow fails to close because of the default of either Party, the defaulting Party shall be liable for all Escrow cancellation charges. If Escrow fails to close for any other reason, the Parties shall equally split all Escrow cancellation charges.

4.13 Signing of Other Documents; Compliance with Regulations

The Parties will do all things and sign all documents that are reasonably necessary for Close of Escrow to occur. Furthermore, the Parties will comply at their own expense with all applicable laws and governmental regulations required for Close of Escrow to occur, including, but not limited to, any required filings with governmental authorities.

ARTICLE 5
NOTICES

5.1 Notices

All notices under this Agreement must be in writing. All notices must be sent with postage fully prepaid and be addressed to the respective Parties as set forth below or to other addresses and persons as the Parties may designate by written notice to the other Parties. The Notices will be effective:

- (A) When personally delivered by the other Party or messenger or courier of the other Party;
- (B) Three (3)-business days after deposit in the United States mail, registered or certified;
- (C) Twenty four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or
- (D) On receipt of a telecopy or fax transmission, if a hard copy of the transmission is thereafter delivered in one of the methods described in (A) through (C) above. However, facsimiles sent after 5:00 p.m. PST, or PDT as applicable, are considered to have been sent the next business day.

TO THE SELLERS:

Hardesty 2007 Revocable Trust

[INSERT CONTACT INFORMATION]

with copy to:

[INSERT CONTACT INFORMATION]

TO THE BUYER:

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

Telephone: (916) 645-6350
Facsimile: (916) 645-6356
Attention: Superintendent

with copy to:

Lozano Smith, LLP
One Capitol Mall, Suite 640
Sacramento, California 95814
Telephone: (916) 329-7433
Facsimile: (916) 329-9050
Attention: Megan Macy

TO THE ESCROW HOLDER:

[INSERT CONTACT INFORMATION]

ARTICLE 6
MISCELLANEOUS PROVISIONS

6.1 Entire Agreement, Waivers, and Amendments

This Agreement supersedes all negotiations and previous agreements between the Parties related to the purchase and sale of the Property. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by both Parties.

6.2 Exhibits

Exhibits "A", "B" and "C" attached to this Agreement are incorporated into this Agreement by this reference. The Exhibits are as follows:

"A" - LEGAL DESCRIPTION OF PROPERTY
"B" - GRANT DEED
"C" - PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE

6.3 Effect of Recitals

The Recitals shown above are considered true and are binding on Seller and Buyer.

6.4 Section References

Any reference to any Section of this Agreement cited without a decimal includes all Sections following the cited Section. For example, a reference to Section 5 includes 5.1, 5.1(a), et seq.

6.5 Commissions or Brokerage Fees

Seller shall be responsible for all brokerage fees related to this Agreement as set forth in Section 4.6, which brokerage fee shall be paid out of the sale proceeds from the Property at the Close of Escrow.

6.6 Legal Action

If a dispute arises relating to this Agreement, the Parties shall first attempt to resolve it through informal discussions. Any Party may convene such discussions by written notice, and each Party shall reasonably accommodate the other Party with respect to scheduling. If the dispute is not resolved in this manner within thirty (30) days from the date one Party first contacts the other to commence informal discussions hereunder, the dispute shall be heard by a referee pursuant to the provisions of the California Code of Civil Procedure Section 638, et seq. The Parties shall agree upon a single referee who shall then try all issues, whether of fact or law, and report a finding and judgment thereon. If the Parties are unable to agree upon a referee, either party may seek to have one appointed, pursuant to Sections 638 to 645.2 of the California Code of Civil Procedure. The cost of such proceeding shall initially be borne equally by the Parties. However, the prevailing party shall be entitled, in addition to all other costs, to the costs of the reference as an item of recoverable costs.

6.7 Attorney's Fees and Costs

In the event of any legal proceeding arising out of or relating to this Agreement, including the reference procedure referred to in Section 6.6 above, the prevailing Party, as declared by a court or adjudicatory body with competent jurisdiction over the matter, shall be entitled to recover its reasonable attorneys' fees and expenses (including expert witness fees) arising from the proceeding. Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a Party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

6.8 Third-Party Beneficiaries

This Agreement confers no rights on any party except the signatories to this Agreement.

6.9 Binding on Heirs

This Agreement is binding on the Parties hereto and their respective heirs or representatives, and their permitted transferees, successors, and assigns.

6.10 Assignment

Neither Party shall have the right to transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Further, Seller may only assign this Agreement to another entity and be relieved of all liability or responsibility under this Agreement, provided that such assignee fully assumes all of Seller's obligations hereunder in a writing approved and duly executed by the Buyer and the assignee, and only where the assignee demonstrates to the satisfaction of the Buyer its capability, both financial and practical, to properly and fully complete and perform all obligations hereunder; otherwise Seller will retain all obligations.

6.11 Obligations Survive Close of Escrow

All obligations to be performed at a time after the Close of Escrow, whether specifically referred to as surviving the Close of Escrow or not, and all covenants, representations and warranties of the Parties, will survive the Close of Escrow.

6.12 Severability

If a court of competent jurisdiction holds any provision in this Agreement to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired in any way.

6.13 Governing Law

This Agreement must be construed according to its fair meaning and as if prepared by both Buyer and Seller. This Agreement must be construed in accordance with the laws of the State of California in effect on the Effective Date. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Placer.

6.14 Time is of the Essence

Time is of the essence in this Agreement.

6.15 Condemnation

If before Close of Escrow, the Property or any portion thereof is destroyed or damaged, the Seller shall apply all proceeds of any insurance policy applicable to the loss to the restoration of the Property. If, before Close of Escrow, the Property becomes subject to a taking by virtue of eminent domain, the Buyer shall have a right to contest the taking of the Property as the highest and best use of the property, or shall have the right to modify this Agreement with Seller to locate the Property at another mutually agreeable location.

The Buyer and the Seller shall cooperate to locate a suitable alternative site for the School and renegotiate the terms of the Agreement accordingly.

6.16 Headings

Headings at the beginning of each Article and Section are solely for the convenience of the Parties and must not to be construed as enlarging or limiting the language following the headings.

6.17 Nondiscrimination

Buyer and Seller must not discriminate against any person because of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

6.18 Rights and Remedies are Cumulative

Unless stated otherwise in this Agreement, the rights and remedies of the Parties are cumulative. A Party's exercise of any of its right or remedies will not preclude its exercise, at the same or at different times, of any other rights or remedies for the same, or any other default.

6.19 Cooperation

Seller must provide Buyer, without demand, copies of all planning, engineering, architectural and other project documents, and all modifications to those documents, relating to the Property.

6.20 Possession of Property

Subject to the provisions of the Site Lease, the Parties agree that Buyer may take possession of the Property for all purposes immediately following the Close of Escrow.

6.21 Business Days

In this Agreement; "business days" means days other than Saturdays, Sundays, and federal and state legal holidays, and "days" means calendar days. If the time for performance of an obligation under this Agreement falls on other than a business day, the time for performance shall be extended to the next business day.

6.22 Force Majeure

No Party shall be deemed to be in default where failure or delay in the performance of any of its obligations under this Agreement is caused by floods, earthquakes, other acts of God, fires, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond a Party's control, shortage of materials (exclusive of prefab/modular building products), prohibitory court actions (such as restraining orders or injunctions) or other causes beyond a Party's control. If any such events shall occur, the time for performance

by any Party of its obligations hereunder shall be extended for the period of time that such events prevented such performance.

6.23 Facsimile Signatures

Signatures delivered by facsimile shall be as binding as originals upon the Parties so signing and delivering, provided that original signatures are provided no later than five (5) business days after delivery of the facsimile signature. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement.

6.24 Successors and Assigns

Subject to compliance with the assignment provisions of Section 6.9 above, the provisions of this Agreement shall inure to the benefit of and likewise be binding upon each of the Party's successors and/or assigns, if any.

BUYER:

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____
Scott Leaman, Superintendent

SELLER:

Leland William Hardesty, Trustee, Hardesty 2007 Revocable Trust

Nancy Hardesty, Trustee, Hardesty 2007 Revocable Trust

ACKNOWLEDGMENT AND ACCEPTANCE

We acknowledge receipt of an original of the foregoing Escrow Instructions and the enclosures listed, and we agree to act as Escrow Holder under the terms and conditions of the instructions.

[ESCROW HOLDER]

By _____
Its: Authorized Officer

Dated _____, 20__

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[See attached Legal description]

EXHIBIT "B"

FORM OF GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Western Placer Unified School District
600 Sixth Street, Suite 400
Lincoln, California 95648
Telephone: (916) 645-6350
Attention: Superintendent

MAIL TAX STATEMENTS TO:

Same as above

Recording of this document is fee-exempt under Government Code Section 6103. No Documentary Transfer Tax is due on this document pursuant to Revenue and Taxation Code Section 11922.

GRANT DEED

Assessor's Parcel Number: 008-081-012

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, HARDESTY 2007 REVOCABLE TRUST, ("Grantor"), hereby grants to WESTERN PLACER UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California ("Grantee"), that certain real property in an the City of Lincoln, County of Placer, State of California described in Exhibit A to Grant Deed attached hereto and incorporated herein, together with all buildings and improvements located thereon, subject to any covenants, conditions, restrictions, easements and other matters of record (the "Property").

In witness whereof, Grantors have caused this Grant Deed to be executed as of the _____ day of _____, 20____.

GRANTOR:

SELLER:

Leland William Hardesty, Trustee, Hardesty 2007
Revocable Trust

Nancy Hardesty, Trustee, Hardesty 2007 Revocable
Trust

MAIL TAX STATEMENTS AS SET FORTH ABOVE

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF PLACER

On _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[SEAL]

EXHIBIT A

TO

GRANT DEED

[LEGAL DESCRIPTION OF PROPERTY]

EXHIBIT "C"

FORM OF CERTIFICATE OF ACCEPTANCE OF DEDICATION

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 20___, from HARDESTY 2007 REVOCABLE TRUST to the WESTERN PLACER UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California, is hereby accepted by the undersigned officer on behalf of the Western Placer Unified School District ("District") pursuant to authority conferred Resolution No. ___ adopted [December 20, 2016] by the Governing Board of the District, and the District consents to the recordation thereof by its duly authorized officer.

Dated: _____

"DISTRICT"

WESTERN PLACER UNIFIED SCHOOL DISTRICT,
a school district duly organized and existing
under the laws of the State of California

By: _____

Name: Scott Leaman

Its: Superintendent

**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
<ol style="list-style-type: none">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 students2. 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:
Acceptance of Bid and Approve Awarding the Contract to Universal Coatings, Inc. For the Roofing Improvements at Carlin C. Coppin Project

AGENDA ITEM AREA:
Action

REQUESTED BY: 
Michael Adell
Director of Facilities

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Deferred Maintenance

MEETING DATE:
February 7, 2017

ROLL CALL REQUIRED:
No

BACKGROUND:

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

A Notice to Bidders for the project was published in the *Lincoln News Messenger* on December 29, 2016, and January 5, 2017, with a bid submittal deadline of January 17, 2017 at 2:00PM. An optional pre-bid job walk was held on January 10, 2017 at Carlin C. Coppin with ten (10) potential bidders.

The District received nine (9) bids at the bid opening. The lowest responsive and responsible bid was from Universal Coatings, Inc. in the amount of **\$274,800.00**. Enclosed please find the bid summary and bid form for the project.

RECOMMENDATION:

Staff recommends the Board of Trustees accept the bid and award the contract to Universal Coatings, Inc., for the Roofing Improvements at Carlin C. Coppin.

BID FORM

Western Placer Unified School District
600 Sixth St., Suite 400
Lincoln, California 95648

Dear Board Members:

The undersigned doing business under the firm name of:

Universal Coatings, Inc.

hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents:

“Roofing Improvements at Carlin C. Coppin Elementary”

prepared by:

LPA Inc., 431 I Street, Suite 107, Sacramento, CA 95814. Tel (916) 772-4300

For the amount of:

Two Hundred Seventy-Four Thousand, Eight Hundred Dollars

(\$ 274,800.00)

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

Mailing: PO Box 11127, Fresno, CA 93771

Physical: 3373 S Chestnut Avenue, Fresno, CA 93725

Our Public Liability and Property Damage Insurance is placed with:

Scottsdale Insurance Company

One West Nationwide Blvd., 1-04-701 Columbus OH 43215

Our Workers' Compensation Insurance is placed with:

State Compensation Insurance Fund of CA

PO Box 8192, Pleasanton, CA 94588

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. 1 Date 1/12/2017 Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name : Kim Nulick

Title: Executive Vice President

Name of Company as Licensed: Universal Coatings, Inc., a Nevada Corporation

Business Address: 3373 S Chestnut Avenue, Fresno, CA 93725

Telephone Number: (559) 233-6300


California Contractor License No.: 717507

Class and Expiration Date: Exp: 1/31/2018 Class: A, B, C2, C22, C33, C39, C43, ASB

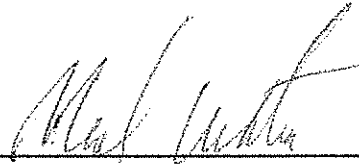
State of Incorporation, if Applicable: Nevada

Evidence of authority to bind corporation is attached.

Dated: January 13, 2017

Signed: 

Kim Nulick
Executive Vice President



Michael Walton
President

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BID DATE: Tuesday January 17th, 2017

BID TIME: 2:00PM

Project: Roofing Improvements

School: Carlin C Coppin

Application No.: Not Applicable

BID SUMMARY

Contractor	Base Bid	Designation of Subcontractors Form	Non-Collusion Affidavit	Sufficient Funds Declaration	Bid Bond (If applicable)	Addendum 1	Bid Form	Fingerprinting Notice and Acknowledgment
Joseph Murphy Construction, Inc. (JMC)	344,900.00	✓	✓	✓	✓	✓	✓	✓
MCM Roofing, Inc.	342,566.00	✓	✓	✓	✓	✓	✓	✓
Waterproofing Associates	438,800.00	✓	✓	✓	✓	✓	✓	✓
Madsen Roofing & Waterproofing	384,033.00	✓	✓	✓	✓	✓	✓	✓
Clark Roofing, Inc.								
BRCO Constructors, Inc.								
Rua & Son Mechanical	318,350.00	✓	✓	✓	✓	✓	✓	✓
Kings Roofing								
Universal Coatings	274,800.00	✓	✓	✓	✓	✓	✓	✓
Kodiak Roofing	299,850.00	✓	✓	✓	✓	✓	✓	✓
D7 Roofing	297,904.00	✓	✓	✓	✓	✓	✓	✓
Best Contracting Services	437,370.00	✓	✓	✓	✓	✓	✓	✓

**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:
2017-2020 LCAP Update

AGENDA ITEM AREA:
Information

REQUESTED BY:
Kerry Callahan 
Assistant Superintendent

ENCLOSURES:
No – Presentation at Meeting

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
Future LCFF Base and Supplemental Spending

MEETING DATE:
February 7, 2017

ROLL CALL REQUIRED:
No

BACKGROUND:

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

Educational Services will provide a brief update to the board regarding progress to-date in this year's LCAP process as well as the next steps for review and approval of the final LCAP by both the Board and PCOE.

RECOMMENDATION:

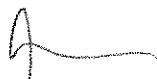
Administration recommends the Board receive the information provided.

**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
<ol style="list-style-type: none">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 students2. 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:
Comprehensive Safe School Plans

AGENDA ITEM AREA:
Action

REQUESTED BY: 
Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:
Safe School Plans
(located on wpusd.k12.ca.us)

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
None

MEETING DATE:
February 7, 2017

ROLL CALL REQUIRED:
No

BACKGROUND:

School safety is paramount in Western Placer Unified School District. Each of our eleven school sites and the district office practice safety on a daily basis by implementing processes and procedures to safeguard our students and staff as well as scheduling regular safety drills to practice responses to potential fire, lock-down and/or shelter-in-place situations. The District communicates with local law enforcement to determine and communicate best safety practices at our sites.

California Education Code Sections 32280 – 32288 requires all schools to have a comprehensive Safe School Plan which is updated annually through the School Based Leadership Team (Site Council). The Comprehensive Safe School Plan consists of ten sections, including a section for “A safe and orderly environment conducive to learning” which is also known as the Safe School Plan. The Safe School Plan includes site goals for School Climate/People/Programs and for the Physical Environment/Place.

Each of the eleven schools in Western Placer Unified School District has written, reviewed, updated and approved their plans through their SBLT’s. The Safe School Plans are presented to the Board of Trustees annually for approval.

All Comprehensive Safe School Plans are online and available for viewing at:
<http://www.wpusd.k12.ca.us/Departments/Business-Services/index.html> and listed under
Comprehensive Safe School Plans 2016-17 - Board Approved January 17, 2017.

ADMINISTRATION RECOMMENDATION:

Approval of Comprehensive Safe School Plans for each of the eleven schools in WPUSD.

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

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

DISTRICT GLOBAL GOALS

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

SUBJECT:

Adoption of Revised/New
Policies/Regulations/Exhibits

AGENDA ITEM AREA:

Action

REQUESTED BY:

Scott Leaman
Superintendent

ENCLOSURES:

Yes

DEPARTMENT:

Administration

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

February 7, 2017

ROLL CALL REQUIRED:

No

BACKGROUND:

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

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

RECOMMENDATION:

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

MANUAL MAINTENANCE GUIDESHEET

May/September 2016

Page 1 of 1

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

BP/AR 3230 - Federal Grant Funds

(BP/AR added)

New mandated policy and mandated regulation reflect major requirements for the management of federal grant funds contained in the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called the "Uniform Guidance"), including the mandate to adopt written procedures related to procurement, conflict of interest, cash management, and allowable costs. Policy addresses the board's desire to maintain fiscal integrity and transparency in the use of federal grant funds, key components of the district's financial management system, and the submission of performance reports in accordance with law and the requirements of the awarding agency. Regulation includes material related to allowable costs, procurement, cash management, audits, and records, including requirements for employees to document "time and effort" spent on grant activities. Regulation also reflects the option to delay implementation of the procurement standards in the Uniform Guidance up to July 1, 2017, provided that the decision is documented in the district's procurement policy.

BP/AR 3270 - Sale and Disposal of Books, Equipment and Supplies

(BP/AR revised)

Policy and regulation updated to make minor revisions in the renumbering of legal cites pursuant to the Uniform Guidance for federal grant funds and to cross-reference new BP/AR 3230 - Federal Grant Funds.

AR 3440 - Inventories

(AR revised)

Regulation updated to make minor revisions in the renumbering of legal cites pursuant to the Uniform Guidance for federal grant funds, cross-reference new BP/AR 3230 - Federal Grant Funds, and reflect requirement to annually submit an inventory listing of federally owned property in the district's custody to the federal agency that granted the award.

AR 3460 - Financial Reports and Accountability

(AR revised)

Regulation updated to add general language on the need to audit federal grant funds, while deleting detailed material regarding the submission of records related to the audit of federal funds, now addressed in AR 3230 - Federal Grant Funds. Section on "Other Postemployment Benefits Report" updated to reflect Governmental Accounting Standards Board (GASB) Statement 75, which supersedes GASB Statement 45 for fiscal years beginning after June 15, 2017, although earlier implementation is encouraged. Revisions reflect the requirements to report the total unfunded liability for OPEBs and to perform an actuarial valuation every two years regardless of the number of members in the OPEB plan, although an alternative method is still allowed for plans with fewer than 100 members.

AR 3512 - Equipment

(AR revised)

Regulation updated to make minor revisions in the renumbering of legal cites pursuant to the Uniform Guidance for federal grant funds and to cross-reference new BP/AR 3230 - Federal Grant Funds.

BP/AR 6200 - Adult Education

(BP/AR revised)

Policy and regulation updated to reflect NEW LAW (AB 104, 2015) which establishes the Adult Education Block Grant to fund specified types of programs and coordinate services through regional consortia. Policy also describes other possible funding sources for adult education, clarifies that adult education courses must be approved by the California Department of Education as well as the district board, adds material on teacher qualifications, moves material from AR to BP re: graduation requirements, and adds material on program evaluation. Regulation also deletes prohibition against enrolling students with an F-1 visa, reflects law prohibiting offering a course exclusively through adult education if the course is required for high school graduation or academic progress, and condenses and moves material on community service classes into section on "Programs and Courses."

For Board Approval: February 17, 2017

FEDERAL GRANT FUNDS

Allowable Costs

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure of federal funds in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award. He/she shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

Period of Performance

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 90 days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.343)

Procurement

On or before July 1, 2017, or such later date as may be approved in the Uniform Guidance, the Superintendent or designee shall comply with the standards specified in 2 CFR 200.317-200.326 and Appendix II of Part 200 when procuring goods and services needed to carry out a federal grant as well as any more restrictive state laws and district policies concerning the procurement of goods and services.

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold specified in 48 CFR 2.101 may be awarded without soliciting competitive

FEDERAL GRANT FUNDS (continued)

quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)

2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)
3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)
6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. *Time and materials type contract* means a contract whose cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (200.328)

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.213)

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and,

FEDERAL GRANT FUNDS (continued)

when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.326)

Capital Expenditures

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

Conflict of Interest

No Governing Board member, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of them has a financial interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

FEDERAL GRANT FUNDS (continued)**Cash Management**

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

All district employees who are paid in full or in part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. (2 CFR 200.430)

Records

Except as otherwise provided in 2 CFR 200.333, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

FEDERAL GRANT FUNDS (continued)**Audits**

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

FEDERAL GRANT FUNDS

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 7 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

(cf. 3100 - Budget)

2. Accurate, current, and complete disclosure of the financial and performance results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.327 and 200.328

(cf. 3460 - Financial Reports and Accountability)

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

4. Effective controls and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes

5. Comparison of actual expenditures with budgeted amounts for each federal award

6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305

7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

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

FEDERAL GRANT FUNDS (continued)*Legal Reference:*EDUCATION CODE42122-42129 *Budget requirements*CODE OF FEDERAL REGULATIONS, TITLE 2180.220 *Amount of contract subject to suspension and debarment rules*200.0-200.521 *Federal uniform grant guidance, especially:*200.1-200.99 *Definitions*200.100-200.113 *General provisions*200.317-200.326 *Procurement standards*200.327-200.329 *Monitoring and reporting*200.333-200.337 *Record retention*200.400-200.475 *Cost principles*200.500-200.521 *Audit requirements*CODE OF FEDERAL REGULATIONS, TITLE 3476.730-76.731 *Records related to federal grant programs*CODE OF FEDERAL REGULATIONS, TITLE 482.101 *Federal acquisition regulation; definitions**Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*California Department of Education Audit Guide**California School Accounting Manual*EDUCATION AUDIT APPEALS PANEL PUBLICATIONS*Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*U.S. DEPARTMENT OF EDUCATION PUBLICATIONS*Questions and Answers Regarding 2 CFR Part 200, March 17, 2016*WEB SITES*California Department of Education: <http://www.cde.ca.gov>**Education Audit Appeals Panel: <http://www.eaap.ca.gov>**Office of Management and Budget, Uniform Guidance: https://www.whitehouse.gov/omb/grants_docs**State Controller's Office: <http://www.sco.ca.gov>**System for Award Management (SAM): www.sam.gov/portal/SAM/##11**U.S. Department of Education: <http://www.ed.gov>**U.S. Government Accountability Office: <http://www.gao.gov>*

SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES

Instructional Materials

Surplus or undistributed obsolete instructional materials that are usable for educational purposes may be sold by the district. Alternatively, such materials may be donated to: (Education Code 60510)

1. Another district, county free library, or other state institution
2. A United States public agency or institution
3. A nonprofit charitable organization
4. Children or adults in California or foreign countries for the purpose of increasing the general literacy of the people

(cf. 0440 - District Technology Plan)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

Any organization, agency, or institution receiving obsolete instructional materials donated by the district shall certify to the Governing Board that it agrees to make no charge to any persons to whom it gives or lends these materials. (Education Code 60511)

At least 60 days before selling or donating surplus or undistributed obsolete instructional materials, the Superintendent or designee shall notify the public of the district's intention to do so through a public service announcement on a local television station, in a local newspaper, or by other means that will most effectively reach the entities described above. Representatives of those entities and members of the public also shall be notified of the opportunity to address the Board regarding the distribution of these materials.

(cf. 9323 - Meeting Conduct)

Surplus or undistributed obsolete instructional materials which are unusable or which cannot be distributed as specified above may be disposed of by either of the following: (Education Code 60530)

1. Mutilated as not to be salable as instructional materials and sold for scrap or for use in the manufacture of paper pulp or other substances at the highest obtainable price
2. Destroyed by any economical means, provided that the materials are not destroyed until at least 30 days after the district has given notice to all persons who have filed a request for such notice

(cf. 3510 - Green School Operations)

(cf. 3511.1 - Integrated Waste Management)

SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES (continued)**Equipment/Supplies Acquired with Federal Funds**

When the district has a need to replace equipment originally purchased with funds from a federal grant or subgrant, it may, subject to the approval of the agency that awarded the grant, trade in the original equipment or sell the property and use the proceeds to offset the cost of the replacement property. (~~34 CFR 80.32~~ **2 CFR 200.313**)

(cf. 3230 – Federal Grant Funds)

When any original or replacement equipment or supplies acquired under a federal grant or subgrant are no longer needed for the original project or program or for other federally supported activities, the district may retain or sell such items or, if the item has a current fair market value of less than \$5,000, may otherwise dispose of the item in a manner approved by the Board. Whenever the district sells equipment or supplies that have a current fair market value of \$5,000 or more, it shall provide an amount to the federal agency equal to the agency's share of the current market value of the equipment or the proceeds from the sale of the equipment or supplies. (~~34 CFR 80.32–80.33~~ **2 CFR 200.313, 200.314**)

In the event that the district is provided equipment that is federally owned, the district shall request disposition instructions from the federal agency when it no longer needs the equipment. (~~34 CFR 80.32~~ **2 CFR 200.313**)

Other Personal Property

The district may sell other surplus or obsolete district-owned personal property through any of the following methods:

1. The Superintendent or designee may advertise for bids by posting a notice in at least three public places in the district for at least two weeks, or by publishing a notice at least once a week for at least two weeks in a newspaper having a general circulation in the district and, if possible, publishing within the district. The district shall sell the property to the highest responsible bidder or shall reject all bids. (Education Code 17545, 17548)

Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee. (Education Code 17546)

(cf. 3311 - Bids)

2. The property may be sold by means of a public auction conducted by district employees, employees of other public agencies, or by contract with a private auction firm. (Education Code 17545)

SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES (continued)

3. The district may sell the property without advertising for bids under any of the following conditions:

a. The Board members in attendance at a meeting have unanimously determined that the property does not exceed \$2,500 in value. (Education Code 17546)

(cf. 9323.2 - Actions by the Board)

b. The district sells the property to agencies of the federal, state, or local government, to any other school district, or to any agency eligible under the federal surplus property law and the sale price equals the cost of the property plus the estimated cost of purchasing, storing, and handling. (Education Code 17540; 40 USC 549)

c. The district sells or leases the property to agencies of the federal, state, or local government or to any other school district and the price and terms of the sale or lease are fixed by the Board and approved by the County Superintendent of Schools. (Education Code 17542)

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. (Education Code 17547)

(cf. 3100 - Budget)

Regulation
approved: September 4, 2007
revised: February 21, 2012
revised: April 5, 2016
revised: February 7, 2017

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES

The Governing Board recognizes its fiscal responsibility to maximize the use of district equipment, supplies, instructional materials, and other personal property while providing up-to-date resources that facilitate student learning and effective district operations. When the Board, upon recommendation of the Superintendent or designee, declares any district-owned personal property unusable, obsolete, or no longer needed, the Board shall determine the estimated value of the property and shall decide whether the property will be donated, sold, or otherwise disposed of as prescribed by law and administrative regulation.

(cf. 0440 - District Technology Plan)

(cf. 3512 - Equipment)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

The Board shall approve the price and terms of any sale or lease of personal property of the district.

If the Board members who are in attendance at a meeting unanimously agree that the property, whether one or more items, does not exceed \$2,500 in value, the property may be sold without advertising for bids. (Education Code 17546)

(cf. 9323.2 - Actions by the Board)

If the Board members who are in attendance at a meeting unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board or may be disposed of **in the local public** by dumping. (Education Code 17546)

Instructional materials may be considered obsolete or unusable by the district if they have been replaced by more recent editions or new materials selected by the Board, are not aligned with the district's academic standards or course of study, and have no foreseeable value in other instructional areas. Such materials may be sold or donated if they continue to serve educational purposes that would benefit others outside the district. Instructional materials are not appropriate for sale or donation if they meet any of the following criteria:

1. Contain information rendered inaccurate or incomplete by new research or technologies
2. Contain demeaning, stereotyping or patronizing references to any group of persons protected against discrimination by law or Board policy.
3. Are damaged beyond use or repair

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The Superintendent or designee shall establish procedures to be used whenever the district sells equipment or supplies originally acquired under a federal grant or subgrant. Such procedures shall be designed to ensure the highest possible return. (~~34 CFR 80.32~~ 2 CFR 200.313)

(cf. 3230 – Federal Grant Funds)

(cf. 3440 - Inventories)

Legal Reference:

EDUCATION CODE

17540-17542 Sale or lease of personal property by one district to another

17545-17555 Sale of personal property

35168 Inventory, including record of time and mode of disposal

60510-60530 Sale, donation, or disposal of instructional materials

GOVERNMENT CODE

25505 District property; disposition; proceeds

CODE OF REGULATIONS, TITLE 5

3944 Consolidated categorical programs, district title to equipment

3946 Disposal of equipment purchased with state and federal consolidated application funds

UNITED STATES CODE, TITLE 40

549 Surplus property

CODE OF FEDERAL REGULATIONS, TITLE 34

~~80.32-80.33~~ Equipment and supplies acquired under a grant or subgrant

CODE OF FEDERAL REGULATIONS, TITLE 2

200.0-200.521 Federal uniform grant guidance

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Standards for Evaluating Instructional Materials for Social Content, 2013

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

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

Policy

adopted: September 4, 2007

revised: February 21, 2012

revised: April 5, 2016

revised: February 17, 2017

WESTERN PLACER UNIFIED SCHOOL DISTRICT

Lincoln, California

INVENTORIES

In order to provide for the proper **tracking and control** and ~~conservation~~ of district property, the Superintendent or designee shall maintain an inventory of equipment in accordance with law for the following:

1. All items currently valued in excess of \$500 (Education Code 35168)
2. All **equipment** items purchased with **state and/or federal categorical** funds that have a useful life of more than one year with an acquisition cost per unit of **\$500** ~~\$5,000~~ or more **per unit** (~~34 CFR 80.3~~)

(cf. 3400 – Management of District Assets/Accounts)
(cf. ~~3270 – Sale and Disposal of Books, Equipment and Supplies~~)
(cf. 3290 - Gifts, Grants and Bequests)
(cf. 3512 - Equipment)

The Superintendent or designee ~~may~~ **shall** maintain a **list of specific items which shall be inventoried for internal control purposes regardless of their initial cost or current value.** ~~an inventory of all property.~~ The following information must be recorded: (Education Code ~~35168~~)

The inventory shall contain a record of the following information: (Education Code 35168; 5 CCR 3946)

1. Name and description of the property
- ~~2. Name of titleholder~~
- ~~32. Serial number or other Identification number~~
43. **Original Cost** of the property ~~(item of equipment or a reasonable estimate may be used if the original cost is unknown)~~
- ~~54. Date of Acquisition date~~
65. Location of use
- ~~76. Any ultimate disposition data including (The date and method of disposal and sale price~~

(cf. 3270 – Sale and Disposal of Books, Equipment and Supplies)

In addition to the information specified in items #1-6 above, ~~the~~ the following information shall ~~must~~ also be recorded for items **equipment acquired with **state and/or federal categorical** funds unless otherwise specified in law: (5 CCR 3946; 2 CFR 200.313 ~~34 CFR 80.32~~)**

INVENTORIES (continued)

1. Source of the property (funding source)
2. Titleholder
3. Percentage of federal participation in the cost of the property
4. Use and condition of property
5. Sale price of the property upon disposition and method used to determine current fair market value

(cf. 3230 – Federal Grant Funds)

At the time of purchase, the Superintendent or designee shall affix a label to the equipment containing the identification number and the district name. Equipment items purchased with categorical program funds shall also be labeled with the name of the project in accordance with 5 CCR 3946.

Whenever an equipment item is moved to a new location or the equipment is used for a new purpose, the new location or purpose shall be recorded in the inventory.

A copy of the inventory shall be kept at the district office and at the appropriate school site.

(cf. 3580 – District Records)

The Superintendent or designee shall annually submit an inventory listing of federally owned property in its custody to the federal agency that granted the award. (2 CFR 200.313)

Physical Inventory

At least once every two years, a physical inventory shall be conducted and the results reconciled with the property records. (~~34 CFR 80.32~~ 2 CFR 200.313)

The Superintendent or designee shall establish procedures for conducting the physical inventory which shall include, but not be limited to, designation of person(s) responsible for coordinating and conducting the inventory, preparation and distribution of count sheets, procedures for implementing the inventory, and procedures for conducting a recount to substantiate the validity of the inventory.

The Superintendent or designee shall investigate any differences between the quantities determined by the physical inspection and those in the accounting records.

INVENTORIES (continued)

Legal Reference:

EDUCATION CODE

35168 *Inventory of equipment*

CODE OF REGULATIONS, TITLE 5

3946 *Control, safeguards, disposal of equipment purchased with consolidated application funds*

16022-16023 *Classification of records*

16035 *Historical inventory of equipment*

UNITED STATES CODE, TITLE 20

2301-24712414 *Carl D. Perkins Career and Technical Education Act*

CODE OF FEDERAL REGULATIONS, TITLE 34

80.1-80.52 *Uniform administration requirements for grants to state and local governments*

CODE OF FEDERAL REGULATIONS, TITLE 2

200.0-200.521 *Federal uniform grant guidance*

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual, 2008

OFFICE OF MANAGEMENT AND BUDGET COMMUNICATIONS

Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, May 17, 1995

WEB SITES

California Association of School Business Officials: <http://www.casbo.org>

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

White House, Office of Management and Budget: <http://www.whitehouse.gov/omb.gov>

Regulation
approved: September 4, 2007
revised: May 1, 2012
revised: February 7, 2017

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

FINANCIAL REPORTS AND ACCOUNTABILITY

Interim Reports

Each interim fiscal report developed pursuant to Education Code 42130 shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. (Education Code 42130, 42131)

The interim reports shall be based on State Board of Education (SBE) criteria and standards which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected local control funding formula (LCFF) revenue salaries and benefits, other revenues and expenditures, and facilities maintenance. For purposes of assessing projections of LCFF revenue, the first interim report shall be compared to the adopted district budget, and the second interim report shall be compared to the projections in the first interim report. (Education Code 42130; 5 CCR 15453-15464)

(cf. 3100 - Budget)

(cf. 3220.1 - Lottery Funds)

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

The reports shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions (i.e., projected contributions from unrestricted general fund resources to restricted general fund resources, projected transfers to or from the general fund to cover operating deficits in the general fund or any other fund, and capital project cost overruns that may impact the general fund budget), long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 42130; 5 CCR 15453, 15464)

(cf. 3110 - Transfer of Funds)

Audit Report

The Superintendent or designee shall establish a timetable for the completion and review of the annual audit within the deadlines established by law.

The Superintendent or designee shall provide the necessary financial records and cooperate with the auditor selected by the Governing Board to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

The audit shall include an audit of income and expenditures by source of funds for all funds of the district, including the student body and cafeteria funds and accounts, **state and federal grant funds**, and any other funds under the control or jurisdiction of the district, as well as an audit of student attendance procedures. The audit shall also include a determination of whether LCFF funds were expended in accordance with the district's local control and accountability plan or an approved annual update of the plan. (Education Code 41020)

(cf. 0460 -- Local Control and Accountability Plan)

(cf. 3230 -- Federal Grant Funds)

(cf. 3430 - Investing)

(cf. 3451 - Petty Cash Funds)

(cf. 3452 - Student Activity Funds)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

If the district participates in the school district of choice program to accept interdistrict transfers, the Superintendent or designee shall notify the auditor, prior to the commencement of the audit, that the audit must include a review of the district's compliance with specified program requirements. (Education Code 48301)

(cf. 5117 - Interdistrict Attendance)

~~When required by federal law, specified records pertaining to the audit of federal funds received and expended by the district shall be transmitted to the federal clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the fiscal year, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (31 USC 7502)~~

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal, summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Auditing Standards, Amendment #3, published by the U.S. Government Accountability Office. (Education Code 41020)

Fund Balance

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact
2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law
3. Committed fund balance, including amounts constrained to specific purposes by the Board
4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose
5. Unassigned fund balance, including amounts that are available for any purpose (at a minimum, the reserve for Economic Uncertainties and the Basic Aid Reserve, per AR 3100).

Negative Balance Report

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

Non-Voter-Approved Debt Report

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent and the county auditor. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with related repayment schedules and evidence of the district's ability to repay the obligation. (Education Code 17150)

(cf. 7214-General Obligation Bonds)

When the Board is considering the issuance of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and county auditor no later than 30 days before the Board's approval to proceed with issuance. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with information necessary to assess the anticipated

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

effect of the debt issuance, including related repayment schedules, evidence of the district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

Other Postemployment Benefits Report (GASB 45)

In accordance with GASB Statement 75 45, the district's financial statements shall report the annual expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at a public meeting of the Board. (Education Code 42140)

~~The amount of the district's financial obligation for OPEBs shall be reevaluated every two or three years in accordance with GASB 75 45 depending on the number of members in the OPEBs plan.~~

Workers' Compensation Claims Report

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of workers' compensation claims. The estimate of costs shall be based on an actuarial report completed at least every three years by a qualified actuary. (Education Code 42141)

Regulation
 approved: September 4, 2007
 revised: November 16, 2010
 revised: May 17, 2011
 revised: April 15, 2014
 revised: June 2, 2015
 revised: February 7, 2017

WESTERN PLACER UNIFIED SCHOOL DISTRICT
 Lincoln, California

EQUIPMENT

District equipment shall be used primarily for educational purposes and/or to conduct district business. The Superintendent or designee shall ensure that all employees, students, and other users understand the appropriate use of district equipment and that any misuse may be cause for disciplinary action or loss of user privilege.

- (cf. 0440 – District Technology Plan)*
- (cf. 3515.4 - Recovery for Property Loss or Damage)*
- (cf. 3540 – Transportation)*
- (cf. 3551 – Food Service Operations/Cafeteria Fund)*
- (cf. 4040 - Employee Use of Technology)*
- (cf. 4118 – Dismissal/Suspension/Disciplinary Action)*
- (cf. 4218 - Dismissal/Suspension/Disciplinary Action)*
- (cf. 5142 – Safety)*
- (cf. 5144 - Discipline)*
- (cf. 6000 – Concepts and Roles)*
- (cf. 6163.4 - Student Use of Technology)*
- (cf. 6171 – Title I Programs)*

School-connected organizations may be granted reasonable use of the equipment for school-related matters as long as it does not interfere with the use by students or employees or otherwise disrupt district operations.

- (cf. 1230 - School-Connected Organizations)*
- (cf. 1330 - Use of School Facilities)*

The Superintendent or designee shall approve the transfer of any district equipment from one work site to another and the removal of any district equipment for off-site use. When any equipment is taken off site, the borrower is responsible for its safe return and shall be fully liable for any loss or damage.

Employees transferred to another work site shall take with them only those personal items that have been purchased with their own funds unless otherwise authorized by the Superintendent or designee or applicable Board policy.

The Superintendent or designee shall maintain an inventory of all equipment currently valued in excess of \$500. (Education Code 35168; 5 CCR 3946)

- (cf. 3440 - Inventories)*

When equipment is unusable or is no longer needed, it may be sold, donated, or disposed of in accordance with Education Code 17540-17555 or ~~34 CFR 80.322~~ **CFR 200.313**, as applicable.

- (cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)*

EQUIPMENT (continued)**Equipment Acquired by Federal Funds**

The Superintendent or designee shall obtain prior written approval from the California Department of Education or other awarding agency before purchasing equipment with federal funds. (2 CFR 200.48, 200.313, 200.439)

(cf. 3230 – Federal Grant Funds)
(cf. 3300 - Expenditures and Purchases)

All equipment purchased for federal programs funded through the consolidated application pursuant to Education Code 64000-64001 shall be labeled with the name of the project, identification number and name of the district. (2 CFR 200.313; 5 CCR 3946)

~~All equipment purchased for federal programs funded through the consolidated application pursuant to Education Code 64000-64001 shall be labeled with the name of the project, identification number, and name of the district. (5 CCR 3946)~~

For any equipment acquired in whole or in part with federal funds, the Superintendent or designee shall develop adequate maintenance procedures to keep the property in good condition. He/she shall also develop adequate safeguards to prevent loss, damage, or theft of the property and shall investigate any loss, damage, or theft. (34 CFR 80.32)

(cf. 3530 - Risk Management/Insurance)
(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)

Equipment purchased for use in a federal program shall be used in that program as long as needed, whether or not the program continues to be supported by federal funds. The equipment may be used in other activities currently or previously supported by a federal agency when such use does not interfere with the work on the project or program for which it was originally acquired or when use of the equipment is no longer needed for the original program. (2 CFR 200.313 ~~34 CFR 80.32~~)

Legal Reference: (see next page)

EQUIPMENT (continued)

Legal Reference:

EDUCATION CODE

17540-17542 Sale or lease of personal property by one district to another

17545-17555 Sale of personal property

17605 Delegation of authority to purchase supplies and equipment

35160 Authority of governing boards

35168 Inventory of equipment

64000-64001 Consolidated application process

CODE OF REGULATIONS, TITLE 5

3946 Control, safeguards, disposal of equipment purchased with state and federal consolidated application funds

4424 Comparability of services

16023 Class 1- Permanent records

CODE OF FEDERAL REGULATIONS, TITLE 34

~~80.1-80.52 Uniform administration requirements for grants to state and local governments~~

UNITED STATES CODE, TITLE 20

6321 Fiscal requirements

CODE OF FEDERAL REGULATIONS, TITLE 2

200.0-200.521 Federal uniform grant guidance

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

OFFICE OF MANAGEMENT AND BUDGET PUBLICATIONS

Cost Principles for State, Local, and Indian Tribal Governments, OMB Circular A-87

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

Office of Management and Budget: <https://www.whitehouse.gov/omb>

Regulation
approved: September 4, 2007
revised: April 5, 2016
revised: February 7, 2017

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

ADULT EDUCATION

The Board of Trustees ~~recognizes~~ **believes** that education is a lifelong process and that it is important for individuals to continuously develop new skills. **Eligible adults shall be offered opportunities to enroll in programs and courses that develop academic and workforce skills and, as appropriate, lead to completion of requirements for high school graduation.**

~~The Superintendent or designee shall develop and oversee the district's adult education program. The Board shall approve all courses to be offered in this program.~~

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The district shall participate in an adult education program administered by the county office of education and/or district participating in the region's adult education consortium. District students enrolled in this program shall be under the immediate supervision of a certificated employee.

To ensure efficient and coordinated adult education services, the district shall collaborate with other local educational agencies and the community college district in the region's adult education consortium. The district shall participate in the consortium's identification of the educational needs of adults in the region, identification of available funding and services, development and approval of an adult education plan pursuant to Education Code 84906, and implementation of strategies to address the identified needs, improve the effectiveness of district services, and improve students' transitions into postsecondary education and the workforce.

The district's representative to the region's adult education consortium shall be designated by the Board. (Education Code 84905)

(cf. 9140 - Board Representatives)

The Superintendent or designee shall ensure that all teachers of adult education classes possess an appropriate credential issued by the Commission on Teacher Credentialing and have access to high-quality professional development to continuously enhance their knowledge and skills.

(cf. 4112.2 - Certification)

(cf. 4131 - Staff Development)

Adult education classes may be offered any day or evening, including weekends, for such length of time during the school year as determined by the Board. (Education Code 52505, 52513)

A certificate of completion of the eighth grade shall be awarded through the adult school upon successful completion of both of the following:

1. **At least one term in the adult elementary program**

ADULT EDUCATION (continued)

2. Overall eighth-grade placement on a recognized standardized achievement test

Adult education students who fulfill the district's graduation requirements shall receive a diploma of high school graduation.

(cf. 6142.7 - Physical Education and Activity)

(cf. 6146.1 - High School Graduation Requirements)

The Superintendent or designee shall regularly report to the Board on the effectiveness of the district's adult education program. This report shall include, but not be limited to, the number of adults and high school students participating in the program, student participation in each type of adult education course or class, and the extent to which students successfully completed these programs, including, as applicable, the completion of requirements for the high school diploma or certificate of equivalency.

(cf. 0500 - Accountability)

*Legal Reference:*EDUCATION CODE

8500-8538 *Adult education*

10200 *CalWORKs education and job training plan*

~~41505-41508~~ *Pupil Retention Block Grant*

41975-41976.2 *Adult education; authorized classes and courses*

44260.2-44260.3 *Credential requirements, designated subjects adult education credential*

44865 *Qualifications for home teachers and teachers in special classes*

46190-46192 *Adult school; days of attendance*

46300.1-46300.4 *Independent study in adult education*

~~46351-46352~~ *Adult classes*

51040 *Prescribed courses*

51056 *Adult education course of study*

51225.3 *Requirements for graduation*

51241 **Physical education exemptions**

51246 **Physical education exemptions from attendance**

51730-51732 *Elementary school special day and evening classes*

51745-51749.6 *Independent study*

51810-51815 *Community service classes*

51938 *Parental excuse from sexual education or HIV/AIDS prevention education*

52500-52523 *Adult schools*

52530-52531 *Use of hospitals*

52540-52544 *Adult English classes*

52550-52556 *Classes in citizenship*

52570-52572 *Disabled adults*

52610-52616.24 **Adult schools, finances**

52651-52656 *Immigrant Workforce Preparation Act*

60410 *Books for adult classes*

ADULT EDUCATION (continued)*Legal Reference: (continued)**84900 Adult education consortium**84900-84920 Adult Education Block Grant***WELFARE AND INSTITUTIONS CODE***11320-11329.5 CalWORKs, including education and job training***CODE OF REGULATIONS, TITLE 5***10501 Adult education**10508 Records and reports**10530-10560 Standards**10600-10615 Adult education innovation**80034 Teaching credentials, adult education**80036-80036.4 Requirements for designated subjects adult education credential**80040.2-80040.2.7 Programs of personalized preparation for the designated subjects adult education teaching credentialing***UNITED STATES CODE, TITLE 8***1184 Foreign students***UNITED STATES CODE, TITLE 20***2301-2415 Carl D. Perkins Career and Technical Education Act***UNITED STATES CODE, TITLE 29***3101-3255 Workforce Innovation and Opportunity Act**3271-3333 Adult Education and Family Literacy Act**Management Resources:***CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS***Adult Education Handbook for California, 1997-2005**Pupil Fees, Charges, and Other Deposits, Fiscal Management Advisory 12-02, April 24, 2013***CDE LEGAL ADVISORIES****WEB SITES***California Council for Adult Education: <http://www.ccaestate.org>**California Department of Education: <http://www.cde.ca.gov/sp/ae>**California department of Industrial Relations, Division of Apprenticeship Standards:**<https://www.dir.ca.gov/das>**Commission on Teacher Credentialing: <http://www.ctc.ca.gov>**Comprehensive Adult Student Assessment Systems: <https://www.casus.org>**0319-97 Amendments to F-1 Student Visa Requirements, LO: 1-97***CDE PROGRAM ADVISORIES***0600-92 Using Independent Study in Adult Education Programs: An Option**0609-88 Education Fees for F-1 Visa Students**0622-87 Discrimination Against the Handicapped in Adult Education Programs*

Policy
 adopted: September 4, 2007
 revised: February 7, 2017

WESTERN PLACER UNIFIED SCHOOL DISTRICT
 Lincoln, California

ADULT EDUCATION

~~All adult education programs, courses and classes and their enrollment period shall be listed in the district's catalog of adult education classes provided to the public. (Education Code 52523)~~

Enrollment

With the exception of programs specified in Education Code 52570, Adults education classes shall be located in a facility which clearly identifies the class as being open to the general public. (Education Code 52517, 52570)

Adults shall have first priority for enrollment in any adult education class, provided they enroll during the regular enrollment period. (Education Code 52523)

For purposes of the Adult Education Block Grant pursuant to Education Code 84900-84920, adults include persons 18 years of age or older. For other adult education programs, adults include persons age 18 or older and other persons not concurrently enrolled in a regular high school program. However, high school students may be concurrently enrolled in adult education under the conditions specified in the section "Concurrent Enrollment of High School Students" below. (Education Code 52610, 84901)

~~For purposes of these programs, "adults" include persons age 18 or older or other persons not concurrently enrolled in a regular high school program. (Education Code 52610)~~

~~Students possessing or seeking an F-1 visa designation shall not be enrolled in district adult school programs. Students currently enrolled with an F-1 visa designation shall continue to be eligible for enrollment in district adult schools until their visas expire or until they leave the United States. (8 USC 1184)~~

~~(cf. 5111.2 - Nonresident Foreign Students)~~

Concurrent Enrollment of High School Students

High school students shall be permitted to enroll in an adult education program, course or class for sound educational purposes, ~~Such classes shall supplement and not supplant the regular high school curriculum. Sound educational purposes including~~ **ing**, but are not limited to, the following: (Education Code 52523)

1. The adult education program, course or class is not offered in the regular high school curriculum.
2. The student needs the adult education program, course or class in order to make up deficient credits for graduation from high school.

~~(cf. 6146.1 - High School Graduation Requirements)~~

ADULT EDUCATION (continued)

3. The adult education program, course or class allows the student to gain vocational and technical skills beyond that provided by the regular high school's ~~vocational and career~~ technical education program.

(cf. 6178 - Vocational Career Technical Education)

4. The adult education program, course or class supplements and enriches the high school student's educational experience.

High school students are expected to enroll in regular high school classes before seeking admission to any similar classes offered in the adult education program. A failed course, however, may be repeated through adult education.

Before enrolling in an adult education class, the high school student shall complete a counseling session that includes his/her parent/guardian and a certificated representative of the high school. The certificated high school representative shall ensure that the student's school record includes written documentation of the **counseling session meeting** and both of the following statements: (Education Code 52500.1, 52523)

1. That the student is enrolling voluntarily in the adult education class
2. That this enrollment will enhance the student's progress toward meeting educational requirements for high school graduation

The above statement shall be signed by the student, the parent/guardian and the certificated high school representative.

(cf. 6164.2 - Guidance/Counseling Services)

Classes offered in the district's adult education program shall supplement and not supplant the regular high school curriculum. No course required by the district for high school graduation or necessary for students to maintain satisfactory academic progress shall be offered exclusively through the adult education program. (Education Code 52523)

Programs and Courses

~~A proposed adult education classes or courses shall offer instruction in one or more of the following: have an educational purpose and meet the following criteria required for approval by the California Department of Education:~~

1. ~~The class shall be located in a facility which clearly identifies the class as being open to the general public, with the exception of apprenticeship training classes, classes~~

ADULT EDUCATION (continued)

~~designed to serve the needs of disabled adults, classes in state hospitals and classes in jails and prisons. (Education Code 52517, 52570)~~

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~

- ~~2. Class time shall be devoted to instruction.~~
- ~~3. Course content shall be educational and intended to teach a skill or knowledge unrelated to repetitive practices.~~
- ~~4. The course title shall clearly indicate its educational nature.~~

Adult education classes or courses shall offer instruction in one or more of the following categories: (Education Code 41976, **84913**)

- ~~1. Parenting, including parent cooperative preschools, classes in child growth and development, and parent-child relationships~~
- 21. Parenting in Eelementary and secondary basic skills including programs leading to a and other courses and classes required for the high school diploma or high school equivalency certificate**

~~(cf. 6146.2 – Certificate of Proficiency/High School Equivalency)~~

- ~~3. English as a second language (ESL)~~
- 42. Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation classes in the basic skills of speaking, listening, reading, writing, mathematics, decision making and problem solving, and other classes required for preparation to participate in job-specific technical training**
- 3. Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce**
- 4. Programs for adults, including, but not limited to, older adults, that are primarily designed to develop knowledge and skills to assist elementary and secondary students to succeed academically in school**
- 5. Programs for substantially disabled persons-adults with disabilities**
- 6. Short-term vocational career technical educational programs with high employment potential**

ADULT EDUCATION (continued)

7. **Programs offering pre-apprenticeship training activities in coordination with one or more approved apprenticeship programs**
8. **Programs in parenting, including parent cooperative preschools, and classes in child growth and development, parent-child relationships, and parenting**
9. **English as a second language**
710. Programs for older adults
8. ~~Programs for apprentices~~
911. Home economics
120. Health and safety education

The Superintendent or designee shall annually submit to the California Department of Education for approval the titles of classes that have been approved by the Governing Board to be offered in any of the program areas listed above.

~~Classes for adults may be offered any day or evening, including weekends, for such length of time during the school year as determined by the Board of Trustees. (Education Code 52505, 52513)~~

Adults also may be enrolled in community service classes offered by the district. (Education Code 51811)

(cf. 6146.4 - Service Learning/Community Service Classes)

All adult education programs, courses, and classes and their enrollment period shall be published in the district's catalog of adult education classes provided to the public. (Education Code 52523)

~~**Community Service Classes**~~

~~As part of the adult education program, the Board may establish and maintain community service classes to provide instruction that contributes to the physical, mental, moral, economic or civil development of any persons who may wish to enroll. (Education Code 51810)~~

~~Certificates of skill or accomplishment may be provided upon the satisfactory completion of community service classes. (Education Code 51813)~~

ADULT EDUCATION (continued)**Independent Study**

The Superintendent or designee may make independent study available as an instructional strategy for students enrolled in adult education as appropriate to meet their individual needs.

(cf. 6158 - Independent Study)

Participation in independent study shall be voluntary. (Education Code 51747)

~~For students 21 years of age or older, or students 19 years of age or older who have not been continuously enrolled in school since their 18th birthday, Any course taken through independent study must~~ **shall** be a course listed in Education Code 51225.3 or otherwise required by the Board as a prerequisite to receiving a diploma for high school graduation. (Education Code 46300.4)

(cf. 6143 - Courses of Study)

An adult who has been continuously enrolled in K-12 education since his/her 18th birthday may remain engaged in K-12 independent study until his/her 21st birthday. (Education Code 46300.1)

Fees

~~The district may charge adult education students a registration fee for each adult education class, with the following exceptions:~~

- ~~1. No fee shall be charged for a class for which high school credit is granted if the class is taken by an individual who does not hold a high school diploma. (Education Code 52612)~~
- ~~2. No charge shall be made for a class in an elementary subject or a class in English or citizenship for foreigners unless the student is a nonimmigrant alien with an F-1 visa status. Any nonimmigrants enrolled in these classes shall be charged a fee to cover the full cost of the instruction, not to exceed actual costs. The fee shall be adopted by the Board at a regular meeting at least 90 days before the beginning of the class for which the fee is charged. (Education Code 52612, 52613)~~

No fee shall be charged for the following adult education programs or classes: (Education Code 52612, 52613)

- 1. A class for which high school credit is granted, if the class is taken by an individual who does not hold a high school diploma.**

ADULT EDUCATION (continued)

2. **A class in an elementary subject or a class in English as a second language or citizenship, unless the student is a nonimmigrant alien with an F-1 visa status. Any nonimmigrant enrolled in these classes shall be charged a fee to cover the full cost of the instruction, not to exceed actual costs. The fee shall be adopted by the Board at a regular meeting at least 90 days before the beginning of the class for which the fee is charged.**

Except for those fees required by law, ~~at the recommendation of the Superintendent or designee,~~ the payment of fees may be waived in cases of unusual hardship **at the recommendation of the Superintendent of designee.**

The Board may fix a charge, not to exceed costs, for books furnished to adult education students. In some cases books may be obtained from the district at cost or may be obtained on loan with the payment of a refundable deposit. In addition, materials purchased from the incidental expense account may be sold to adult school students for use in their classes. (Education Code 52615, 60410)

(cf. 3260 - Fees and Charges)

Graduation Requirements

~~A certificate of completion of the eighth grade shall be awarded through the adult school upon successful completion of the following:~~

- ~~1. At least one term in the adult elementary program which includes reading, writing, arithmetic, spelling, current events, geography, California and U.S. history, civics and natural science~~
- ~~2. Overall eighth grade placement on a recognized standard achievement test~~
- ~~3. Successful passage of a district test in U.S. history and Constitution~~

~~Adult education students who fulfill the district's graduation requirements shall receive a diploma of high school graduation.~~

(cf. 6146.1 - High School Graduation Requirements)

Regulation
approved: September 4, 2007
revised: February 7, 2017

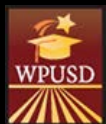
WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

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WESTERN PLACER UNIFIED SCHOOL DISTRICT

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Business Services

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The Business Services Department supports the financial and infrastructure needs of Western Placer Unified School District. Our services include:

Finance - What we do:

- Accounts Payable/Receivable

- Monitor Student Body Funds for Compliance
- Student Attendance/ADA Calculations
- Payroll & Benefits
- District Debt Financing
- Internal and External Audits
- Purchasing

Budget - What we do:

- Budget Planning & Projections
- Organizing & Reporting

- Monitoring Expenditures to Stay within Budgets

Food Services

Transportation

**Comprehensive Safe School Plans 2015-16 - Board Approved January,
19th 2016:**

- Elementary School Plans

- Secondary School Plans

[Click here](#) for Business Services Staff

WESTERN PLACER
UNIFIED SCHOOL

DISTRICT

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