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

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

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

	STUDENT ENROLLMENT		
School	2013-14 CALPADS	12/1/2015	1/4/2016
Sheridan Elementary (K-5)	86	64	64
First Street Elementary (K-5)	492	469	466
Carlin C. Coppin Elementary (K-5)	402	405	407
Creekside Oaks Elementary (K-5)	635	618	623
Twelve Bridges Elementary (K-5)	682	633	643
Foskett Ranch Elementary (K-5)	529	474	474
Lincoln Crossing Elementary (K-5)	701	641	643
Glen Edwards Middle School (6-8)	732	868	873
Twelve Bridges Middle School (6-8)	824	770	775
Lincoln High School (9-12)	1,610	1,712	1,701
Phoenix High School (10-12)	62	73	81
TOTAL	**6755**	**6,727**	**6,750**

Pre-K/Special Ed
Foskett 14
First Street/LIP 71

Parent Education
Continuing Educ. Classes 55

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 2, 2016, 7:00 P.M.
WPUSD District Office/City Hall Building–3rd Floor Conference Room
600 Sixth Street, Lincoln, CA 95648

AGENDA

2015-2016 Goals & Objectives (G & O) for the Management Team: Component I: Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

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

6:00 P.M. START

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

2. **COMMUNICATION FROM THE PUBLIC**

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

6:05 P.M.

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

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

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

3.3 PERSONNEL
Public Employee Employment/Discipline/Dismissal/Release

3.4 STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918
Student Discipline/Expulsion Pursuant to E.C. 48918
Student Expulsion # 15-16 H

7:00 P.M.

4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – District Office/City Hall Bldg. – 3rd Floor Conference Room

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

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

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

4.4 ***Page 12*** **- STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
Student Discipline/Expulsion Pursuant to E.C. 48918
Student Expulsion # 15-16 H

5. ***Page 13-71*** **- 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 Meeting Minutes for:
- January 5, & January 19, 2016 Regular Board of Trustee Meeting

5.4 Approval of Warrants
5.5 Ratification of Contract with Silverado Stages – Transportation Services Academy of Sciences Lincoln High School Trip
5.6 Overnight Field Trips
5.7 Ratification of Contract with WPUSD and DeMercurio Consulting
5.8 Ratify contract between Capitol Public Finance Group and WPUSD
5.9. Williams Uniform Quarterly Complaint Report.
Roll call vote:

6. **COMMUNICATION FROM THE PUBLIC**

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7. REPORTS & COMMUNICATION

- Lincoln High School Student Advisory – Harpreet Chumber
- Western Placer Teacher's Association – Tara McCroskey
- Western Placer Classified Employee Association – Mike Kimbrough
- Superintendent - Scott Leaman

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

8.1 Action *Page 73* – **APPROVAL OF DEVELOPER FEE REPORT FOR THE 2014-2015 FISCAL YEAR - Adell** *(15-16 G & O Component I, II, III, V, IV)*

•Government Code Section 66006 requires any District collecting developer fees (Stirling Fees) to annually report the activity in the Capital Facilities Fund, which is commonly referred to as the Developer Fee Report.

8.2 Action *Page 79* – **APPROVE RESOLUTION #15/16.14 – AMENDING THE JOINT POWERS AGREEMENTS FORMING THE SCHOOLS RISK AND INSURANCE MANAGEMENT AUTHORITY - Kilpatrick** *(15-16 G & O Component I, II, III, V, IV)*

•On October 26, 1978, the Western Placer Unified School District approved entering into an agreement that provided for the creation of the School Risk and Insurance Management Group (SRIMG) for the purpose of jointly funding certain liabilities incurred by the school districts and providing risk management services to reduce losses. The District wishes to continue its participation in SRIMG for the continuation of coverage for liabilities as defined in the coverage documents and risk management services from SRIMG included in this item.

Roll call vote:

8.3 Action *Page 90* – **JOINT USE AGREEMENT BETWEEN THE CITY OF LINCOLN AND WESTERN PLACER UNIFIED SCHOOL DISTRICT – Leaman** *(15-16 G & O Component I, II, III, IV, V)*

•The Western Placer Unified School District (WPUSD) and the City of Lincoln (COL) have numerous, separate joint use agreements dating from 2003 and there is little language consistency across the documents. In order to streamline the use of facilities by both parties, a committee drafted a unifying agreement across multiple sites. Maps will be included in the agreement to clearly indicate the areas in joint use.

8.4 Information/ Discussion *Page 109* – **INTERDISTRICT APPEAL PROCESS – Leaman** *(15-16 G & O Component I, II, III, IV, V)*

•The WPUSD Board has discretion to hold appeals in closed or open session and there are both positives and negatives to both settings. Traditionally, WOPUSD interdistrict Board appeals have been held in closed session. The Board is not required to hear an appeal as part of the interdistrict process based on law and the WPUSD process is unique in Placer County because it includes a Board appeal.

8.5 Action *Page 110* - **ADOPTION OF REVISED/NEW POLICIES/ REGULATIONS/ EXHIBITS – Leaman** *(15-16 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 4143 Negotiations/Consultation
- BP 5113.1 Chronic Absence and Truancy
- BP/AR 5141.31 Immunizations
- BP 6170.1 Transitional Kindergarten

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

- High School in the Twelve Bridges Area
- Lincoln Crossing Elementary South/Facilities Update
- Community Information Breakfast – *February 11, 2016*
- Special Education Update

9.2 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➢ **February 16, 2016** 7:00 P.M., Regular Meeting of Board of Trustees – Phoenix High School, Performing Arts Building

11. ADJOURNMENT

BOARD BYLAW 9320: Individuals requiring disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing at least two days prior to meeting date. (American Disabilities Act) Government Code 54954.1

Posted: 012916

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DISCLOSURE

OF ACTION

TAKEN IN

CLOSED SESSION,

IF ANY

Western Placer Unified School District
CLOSED SESSION AGENDA

Place: **District Office – Overlook Room (Fourth Floor)**
Date: **Tuesday, February 2, 2016**
Time: **6:05 P.M.**

1. LICENSE/PERMIT DETERMINATION

2. SECURITY MATTERS

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

6. LIABILITY CLAIMS

7. THREAT TO PUBLIC SERVICES OR FACILITIES

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

9. CONFERENCE WITH LABOR NEGOTIATOR

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

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

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

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

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

AGENDA ITEM AREA:
Disclosure of action taken in closed session

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 2, 2016

ROLL CALL REQUIRED:
No

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

ADMINISTRATION RECOMMENDATION:
Administration recommends the board of trustees be updated on negotiations.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

AGENDA ITEM AREA:
Disclosure of Action Taken in Closed Session

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

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 2, 2016

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

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

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
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 2, 2016

ROLL CALL REQUIRED:
Yes

BACKGROUND:

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

RECOMMENDATION:

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

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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4. **Promote the involvement of the community, parents, local government, business, service organizations, etc. as partners in the education of the students.**
5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Student Discipline/Expulsion
Student #15-16 H

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Chuck Whitecotton
District Hearing Officer

ENCLOSURES:
N/A

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 2, 2016

ROLL CALL REQUIRED:
N/A

BACKGROUND:

The Board of Trustees will disclose any action taken during closed session in regards to the expulsion of Student #15-16 H.

RECOMMENDATION:

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

wp/rk/factform

CONSENT

AGENDA

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Certificated Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Gabe Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
Categorical/General

MEETING DATE:
February 2, 2016

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 2, 2016

CERTIFICATED/MANAGEMENT

NEW HIRE:

1. **Name:** Malwinder Gill
   Position: SDC Teacher
   FTE: 1.0
   Effective Date: January 25, 2016
   Site: Twelve Bridges Elementary

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

SUBJECT:
Classified Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY: GS
Gabriel Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

MEETING DATE:
February 2, 2016

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 2, 2016

CLASSIFIED/MANAGEMENT

NEW HIRES:

1. **Name:** Stanley Brandl — **Effective:** 2/1/16
   Position: Director of Maintenance & Operations — **Site:** Maintenance Dept.
   Salary: SEMG, Range 1 — **Replacement**
   Hours: 8 Hours/Days
   Days: 12 Months/260 Days

2. **Name:** Michael Carlson — **Effective:** 2/16/16
   Position: Paraprofessional Aide — **Site:** Twelve Bridges Middle
   Salary: CSEA, Range 17, Step D — **Replacement**
   Hours: 5.66 Hours/Days
   Days: 10 Months/Year

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Approval of Minutes:
- January 2 & 19, 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 2, 2016

ROLL CALL REQUIRED:
No

BACKGROUND:

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

- January 2, 2016 Regular Board of Trustee Meeting
- January 19, 2016 Regular Board of Trustee Meeting

RECOMMENDATION:

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

wp/rk/factform

Western Placer Unified School District
Regular Meeting of the Board of Trustees
January 5, 2016, 7:00 P.M.
WPUSD District Office/City Hall Building–3rd Floor Conference Room
600 Sixth Street, Lincoln, CA 95648

MINUTES

2015-2016 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:
Damian Armitage, President
Kris Wyatt, Vice President
Paul Long, Clerk
Brian Haley, Member
Paul Carras, Member

Others Present:
Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Kerry Callahan, Assistant Superintendent of Educational Services
Gabe Simon, Assistant Superintendent of Personnel Services
Rosemary Knutson, Secretary to the Superintendent
Harpreet Chumber, LHS Student Representative
Carol Percy, Lincoln News Messenger

6:15 P.M. START

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

2. **COMMUNICATION FROM THE PUBLIC**

6:20 P.M.

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

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

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

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

7:00 P.M.

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

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

No action taken

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

No action taken

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

No action taken

5. ***Page 13-39*** **- CONSENT AGENDA**
5.1 Certificated Personnel Report
5.2 Classified Personnel Report
5.3 Approval of Meeting Minutes for:
- December 1, & December 15, 2015 Regular Board of Trustee Meeting

5.4 Approval of Warrants

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

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

7. **REPORTS & COMMUNICATION**
➢Lincoln High School Student Advisory, Harpreet Chumber reported the following:
- Wished everyone a happy new year
- A Student Art Show will be held
- Sports update

➢Western Placer Teacher's Association, Tara McCroskey had no report

- Western Placer Classified Employee Association, Mike Kimbrough had no report
- Superintendent, Scott Leaman reported the following:
  - Wished everyone a happy new year
  - Visioning survey
  - The Special Education report will be brought to the board on February, 2nd
  - Facility planning is working behind the scenes, to finalizing the purchase of the property behind the library
  - First Street School received new fencing, there were some concerns on access to the campus

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

8.1 Discussion/ Action *Page 41* – **EARLY RETIREMENT INCENTIVE PROGRAM THROUGH THE PUBLIC AGENCY RETIREMENT SERVICES (PARS), THE DISTRICT IS CONSIDERING ENTERING INTO AN AGREEMENT WITH PARS TO DESIGN AND ADMINISTRATE A SUPPLEMENTARY RETIREMENT PLAN (SRP) FOR ELIGIBLE EMPLOYEES PROVIDED THERE IS SUFFICIENT EMPLOYEE PARTICIPATION - Simon** *(15-16 G & O Component I, II, III, V, IV)*

•The Western Placer Unified School District has worked with Public Agency Retirement Services (PARS) to design a Supplementary Retirement Plan (SRP), a retirement incentive that may encourage senior employees to retire.

Gabe Simon presented the agreement for approval. Ms. Davis from PARS was available for questions. 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 Agreement on Early Retirement Incentive Program through the Public Agency Retirement Services (PARS).

8.2 Discussion/ Action *Page 57* – **ADOPTION OF RESOLUTION NO. 15/16.9 TO ADOPT THE SUPPLEMENTARY RETIREMENT PLAN TO FUND THE RETIREMENT INCENTIVE FOR CERTIFICATED STAFF, NON CERTIFICATED MANAGEMENT, CLASSIFIED MANAGEMENT, AND CLASSIFIED NON-MANAGEMENT - Simon** *(15-16 G & O Component I, II, III, IV, V)*

•The Western Placer Unified School District has worked with Public Agency Retirement Services (PARS) to design a Supplementary Retirement Plan (SRP), a retirement incentive that may encourage senior employees to retire.

Gabe Simon presented Resolution No. 15/16.9 for approval. Motion by Mrs. Wyatt, seconded Mr. Long, and passed by a 5-0 (**Ayes**: *Haley, Wyatt, Carras, Long, Armitage* **No:** *None*) roll call vote to approve Resolution No. 15/16.9 Adopting the Supplementary Retirement Plan to fund the Retirement Incentive for Certificated Staff, Non Certificated Management, Classified Management, and Classified Non-Management.

8.3 Information/ Discussion *Page 59* – **SUNSHINE FOR NEGOTIATIONS REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE**

CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION – CHAPTER #741 – Simon *(15-16 G & O Component I, II, III, IV, V)*

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

Gabe Simon presented the CSEA Collective Bargaining Agreement for review and discussion.

8.4 Information/ Discussion *Page 62* – **REVISED JOINT USE AGREEMENT BETWEEN THE CITY OF LINCOLN AND WESTERN PLACER UNIFIED SCHOOL DISTRICT– Leaman** *(15-16 G & O Component I, II, III, IV, V)*

- The Western Placer Unified School District (WPUSD) and the City of Lincoln (COL) have numerous, separate joint use agreements dating from 2003 and there is little language consistency across the agreements.

Mr. Leaman presented the revised joint use agreement for the first reading. The agreement will go before City Council next Tuesday for the first reading. Mr. Leaman reviewed some of the changes. There was some discussion from the board.

8.5 Discussion/ Action *Page 80* – **ADOPTION OF RESOLUTIONS # 15/16.10 AND #15/16.11 CONCERNING THE FORMATIONS OF GENERAL OBLIGATION BOND DISTRICTS– Leaman** *(15-16 G & O Component I, II, III, IV, V)*

- Based on action from the last Board meeting, the Board will be asked to take action concerning general obligation bond districts. Cathy Dominco will be in attendance to present the items.

Cathy Dominco presented Resolutions No. 15/16.10 and 15/16.11, and the purpose for the two bonds. She also presented a power point on considering bonding districts to designated areas. She reviewed the following:

- Land Maps
- Mitigation Agreements
- GO Bonds can be used to fund the shortfall
- Repaying the Bonds
- 2021-2045 Projected Maps
- Estimated School Costs from the 2014 Master Plan
- 2014 Master Plan estimated 17 Elem, 4 Middle and 2 High Schools will be needed to serve the villages (this does not include state funding)
- Formation of Bonding Districts
- Plan for Creating Bonding District (zone A in Village 1 and Zone B in Village 7)
- Maps of Zone A Village 1 and Zone B of Village 7
- Challenges
- Board Considerations
- Resolution for bonding district for village 1 (zone A), and 7 (zone B)
- Resolution for May 3rd Ballot election

After some discussion, there was a Motion by Mr. Carras, seconded by Mr. Long, and passed by a 5-0 (**Ayes**: *Wyatt, Carras, Long, Haley, Armitage* **No:** *None*) roll call vote to approve Resolutions No. 15/16.10 and No. 15/16.11 concerning the formations of the General Obligation Bond Districts

8.6 Discussion/ Action *Page 91* – **ADOPTION OF RESOLUTIONS #15/16.12 AND #15/16.13 CONCERNING THE FORMATIONS OF GENERAL OBLIGATION BOND DISTRICTS – Leaman** *(15-16 G & O Component I, II, III, IV, V)*

- Based on action from the last Board meeting, the Board will be asked to take action to implement the prior resolutions. Cathy Dominco will be in attendance to present the items.

Cathy Dominco presented Resolutions No. 15/16.12 and 15/16.13, and the purpose for the two Resolutions. After some discussion, there was a Motion by Mr. Long, seconded by Mrs. Wyatt, and passed by a 5-0 (**Ayes**: *Carras, Long, Haley, Wyatt, Armitage* **No:** *None*) roll call vote to approve Resolutions No. 15/16.12 and No. 15/16.13 concerning the formations of the General Obligation Bond Districts

8.7 Action *Page 112* - **ADOPTION OF REVISED/NEW POLICIES/ REGULATIONS/ EXHIBITS – Leaman** *(15-16 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 5111 Admission
  - BP/AR 5216 Awards for Achievement
  - BP/AR 5144.4 Required Parental Attendance

Motion by Mr. Haley, seconded by Mr. Carras, and passed by a 5-0 (**Ayes**: *Armitage, Carras, Haley, Long, Wyatt* **No:** *None*) vote to approve the revised and new policies as presented, with a minor typo change.

9. BOARD OF TRUSTEES

9.1 FUTURE AGENDA ITEMS

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

- High School in the Twelve Bridges Area
- Lincoln Crossing Elementary South/Facilities Update
- Community Information Breakfast
- Special Education Update

9.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Long – shared about the article on the Model A that was donated to LHS students for auto restoration, and wished everyone a happy new year
Mr. Haley – no report, whished everyone a happy new year
Mrs. Wyatt – Happy New Year, no report
Mr. Carras – no report
Mr. Armitage – Happy New Year

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **January 19, 2016** 7:00 P.M., Regular Meeting of Board of Trustees – Lincoln High School, Performing Arts Building

11. ADJOURNMENT

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

Damian Armitage, President

Paul Long, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:

Ayes:

Noes:

Absent:

BOARD BYLAW 9320: Individuals requiring disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing at least two days prior to meeting date. (American Disabilities Act) Government Code 54954.1

Western Placer Unified School District
Regular Meeting of the Board of Trustees
January 19, 2016, 7:00 P.M.
Lincoln High School – Performing Arts Theater
790 J Street, Lincoln, CA 95648

MINUTES

2015-2016 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:
Damian Armitage, President
Kris Wyatt, Vice President
Paul Long, Clerk
Brian Haley, Member

Board Members Absent:
Paul Carras, Member

Others Present:
Scott Leaman, Superintendent
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Gabe Simon, Assistant Superintendent of Personnel Services
Rosemary Knutson, Secretary to the Superintendent
Jay Bern, LHS Principal
Chuck Whitecotton, PHS Principal
Harpreet Chumber, LHS Student Representative
Carol Percy, Lincoln News Messenger

6:15 P.M. START

1. **CALL TO ORDER** – Lincoln High School - Performing Arts Theater

2. **COMMUNICATION FROM THE PUBLIC**

6:20 P.M.

3. **CLOSED SESSION** – Lincoln High School - Library

   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** – Lincoln High School - Performing Arts Theater
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

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

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

No action was taken

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

No action was taken

5. *Page 14* - **SPECIAL ORDER OF BUSINESS**
a. School Being Featured: Lincoln High School

Mr. Berns opened for the pathways presentation, and introduced staff. The following departments had representatives to share information on the pathways. *Agriculture* - FFA students spoke about Ag Science, and talked about introducing middles schools into Agriculture; Ag Soils and Chemistry; Ag, Systems Management Class. The welding program is connected with Butte College, and the Power mechanics, with diesel class, is paired with American River College.

Biomedical – Mrs. Ratalick shared the courses, including: Human Body Systems; Medical Interventions; and Biomedical Innovations, LHS should have all 4 within two years.

Engineering – Mr. Seicrest shared courses that include engineering. Mrs. Edwards is part of the programing robots, of which includes Engineering, and Engineering Design and Development, Hope to have this class next year.

Information and Communications Technology – Mr. Tofft along with Mr. Bombard, discussed Computer Science, which includes Technology Essentials, Media Communications, Exploring Computer Science, Information Communication Tech, and AP Computer Science. Students should know media, and ICT within the next two years.

Media Arts Pathways - Debbie Tofft talked about Media Arts, which includes Broadcasting 1 & 2, Yearbook, Tech Essentials Media Communication, Photography, Journalism 1 & 2, Video Production, Graphic Art & Animation, Advanced Photography, Advanced Video Production

Peter Nesci – *Construction Management* – Peter Nesci, woodshop teacher is working with western Engineering Construction, as well as other joint groups to help build cabinets. This will allow students to transfer into Sierra College and Sac State

6. *Page 17-56* - **CONSENT AGENDA**
   - 6.1 Certificated Personnel Report
   - 6.2 Classified Personnel Report
   - 6.3 Agreement for Audit Services with Crowe Horwath, LLP
   - 6.4 Ratify Agreement for Financial and Performance Audit Services of Measure A General Obligation Bonds – Crowe Horwath, LLP
   - 6.5 Ratification of Contract with Placer County Office of Education (PCOE) for Consulting Services
   - 6.6 Ratification of Agreement Amendment between Maxim Staffing Solutions and the Western Placer Unified School District
   - 6.7 Approval of Out of State Travel
   - 6.8 Student Discipline Stipulated Expulsion Student #15/16 – G

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

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

8. **REPORTS & COMMUNICATION**
- Lincoln High School Student Advisory – Harpreet Chumber reported the following:
  - Next week basketball home coming
  - College night
  - Sports update report
- Western Placer Teacher's Association – Tara McCroskey no report
- Western Placer Classified Employee Association – Mike Kimbrough no report
- Superintendent - Scott Leaman reported the following:
  - Received results from survey, will use for the breakfast
  - Mariner ranch, one issue – district taking land as is, possibly contamination on property.

- Excited to have Stanley Brandl, new Director of Maintenance here tonight
- Exciting time for student, and Harpreet, with college letters

9. ♦ACTION ♦DISCUSSION ♦INFORMATION

9.1 Discussion *Page 58* – **RECEIPT OF THE 2014-15 AUDITED FINANCIAL STATEMENTS – Kilpatrick** *(15-16 G & O Component I, II, III, IV, V)*

•The 2014-15 Unaudited Actuals were presented to the Board of Trustee 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 as required by law. The auditors will present at the Board meeting to present highlights of the Audited Financial Statements.

Audrey Kilpatrick presented the 2014-15 Audited. Mr. Joe Tron, Auditor from Crowe Horwath. Started with required communications letter. He reviewed highlighted areas.

9.2 Discussion *Page 166* – **RECEIPT OF THE 2014-15 MEASURE A GENERAL OBLIGATION BONDS AUDITED FINANCIAL STATEMENTS AND PERFOMANCE AUDIT – Kilpatrick** *(15-16 G & O Component I, II, III, IV, V)*

•On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, "for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities", upon approval by 55% of electorate.

Mr. Tron, from Crowe Horwath reviewed the Measure A General Obligation Bond Audit. He highlighted areas on the opinion section; test cash and accounts payable, there were no findings and everything was in compliance. He also talked about the scope and methodology of the audit.

9.3 Information *Page 187* – **HORIZON CHARTER SCHOOLS 2014-15 ANNUAL FINANCIAL STATEMENTS AND AUDIT REPORT - Kilpatrick** *(15-16 G & O Component I, II, III, IV, V)*

•Western Placer Unified School District, as the sponsoring authority for Horizon Charter Schools, is responsible for fiscal oversight. Accordingly, their annual financial statements and audit report are provided for your review. Fedderson & Company LLP, prepared the annual audit report of Horizon Charter Schools for the fiscal year ended June 30, 2015.

Audrey Kilpatrick presented the 2014-15 audit reported. They are in a very good financial position, there were no findings. Audrey reviews financials throughout the year. HIS planning on presenting an update from their previous findings, pleased to see they are moving in the right direction.

9.4 Discussion/ Action *Page 207* – **SUNSHINE FOR NEGOTIATIONS REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION – CHAPTER #741 - Simon** *(15-16 G & O Component I, II, III, IV, V)*

- Pursuant to Government Code section 3547, all proposals of the recognized employee groups and of the District must be presented at a public meeting of the District. This is commonly referred to as "Sunshining" the proposals. Chapter #741 of the California School Employee Association and the Western Placer Unified School District are both proposing negotiations under the current Collective Bargaining Agreement.

Gabe Simon presented the Sunshine proposal for approval. Motion by Mr. Long, seconded by Mrs. Wyatt, and passed by a 4-0 (**Ayes**: *Armitage, Haley, Long, Wyatt* **No:** *None*) vote to approve the Collective Bargaining Agreement between WPUSD and CSEA

9.5 Action *Page 210* – **CONSIDER APPROVING THE UPDATED DIRECTOR OF MAINTENANCE AND OPERATIONS CONTRACT - Simon** *(15-16 G & O Component I, II, III, IV, V)*

- After a multistep selection process, the contract for Stanley Brandl is being forwarded to the Board for approval at the time.

Gabe Simon presented an updated contract for Director of Maintenance. Motion by Mr. Haley, seconded by Mr. Long, and passed by 4-0 (**Ayes**: *Armitage, Haley, Long, Wyatt* **No:** *None*) vote to approve the updated contract for Director of Maintenance. Mr. Brandl start date will be February 1st.

9.6 Action *Page 216* – **COMPRENHENSIVE SAFE SCHOOL PLANS – Kilpatrick** *(15-16 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.

Audrey Kilpatrick presented the comprehensive school plans which are also available on line. Each site will have them at their site, as well as on their website for review. Motion by Mrs. Wyatt, seconded by Mr. Haley, and passed by a 4-0 (**Ayes**: *Armitage, Haley, Long, Wyatt* **No:** *None*) vote to approve the Comprehensive Safe School Plans

9.7 Information *Page 218* – **GOVERNOR'S STATE BUDGET PROPOSALS 2016-17 – Kilpatrick** *(15-16 G & O Component I, II, III, IV, V)*

- The Governor's January Budget was released on January 7, 2016. Staff attended the School Services of California Governor's Budget Workshop on January 13, 2016. A detailed update will be provided to the Board at the meeting.

Audrey Kilpatrick presented the Governor's Proposal for 2016-17 Budget, she reviewed the following area:

- Governor's Overall Budget Proposal
- State Revenues
- Proposition 98 Funding
- Proposition 98 Funding Over Time
- Proposition 98 and the Major K-12 Proposals
- 2016-17 Local Control Funding Formula
- 2016-17 LCFF Target Funding Factors
- Dept. of Finance COLA and GAP Funding Percentage
- One-Time Discretionary Funds
- CalSTRS Rate Increases
- CalPERS Rate Increases
- State Lottery
- Special Education
- SSC Financial Projection Dartboard
- What's proposed for the Rest of the Budget?
- What's not in the State Budget?
- School Facilities
- Next Steps

Mr. Armitage shared his concern for decreasing special education, which will put pressure on the general fund.

9.8 Action *Page 219* – **APPROVE LICENSING AGREEMENT FOR STUDENT INFORMATION SYSTEM – POWERSCHOOL GROUP LLC. AND WPUSD – Kilpatrick** *(15-16 G & O Component I, II, III, IV, V)*

- The District is proposing to contract with PowerSchool Group LLC to replace AERIES Client, the District's current Student Information System (SIS) provided by Eagle Software Company.

Audrey Kilpatrick presented Licensing Agreement for Student Information System. She shared a committee was formed to help with what the needs were for student system, and the growing needs of the district. It was the decision of the committee to move forward with Powerschool Group. Online registration will be a new feature. This will be very compatible with other programs. Fully function for July 2016. Training will be provided for staff. Motion Mr. Haley, seconded by Mrs. Wyatt passed by a 4-0 (**Ayes**: *Armitage, Haley, Long, Wyatt* **No:** *None*) vote to approve the Licensing Agreement for Student Information System – Powerschool Group LLC. And WPUSD.

9.9 Information/ Discussion *Page 228* – **JOINT USE AGREEMENT BETWEEN THE CITY OF LINCOLN AND WESTERN PLACER UNIFIED SCHOOL DISTRICT – Leaman** *(15-16 G & O Component I, II, III, IV, V)*

- The Western Placer Unified School District (WPUSD) and the City of Lincoln (COL) have numerous, separate joint use agreements dating from 2003 and there is little language consistency across the agreements. In order to streamline the use

of facilities by both parties, a committee has been attempting to unify the language so one common document could be used to govern use of the sites.

Mr. Leaman presented the Joint Use Agreement. He reviewed some of the concerns the city had. There was some discussion regarding the Tennis courts. The city should be discussing on the agreement on Thursday.

9.10 **Information/Discussion** *Page 264* – **INTERDISTRICT APPEAL PROCESS** – **Leaman** *(15-16 G & O Component I, II, III, IV, V)*

- The Western Placer Unified School District interdistrict Board appeals have been held in closed session. Staff is requesting the Board discuss holding the appeals in open session if families waive their right to confidentiality.

Mr. Leaman shared the county process for appeals, which are held in open session. Parents sign a waiver for this. He asked the consensus of the board about allowing our appeals to be in open session. After some discussion, Mr. Leaman will bring back more information for discussion.

9.11 **Action** *Page 265* - **ADOPTION OF REVISED/NEW POLICIES/ REGULATIONS/ EXHIBITS** – **Leaman** *(15-16 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.

  - E 0420.41 Charter School Oversight
  - BP/AR 0460 Local Control and Accountability Plan
  - BP/AR 1330 Use of School Facilities
  - BP 3312 Contracts
  - AR 3514.2 Integrated Pest Management
  - E 5145.6 Parental Notifications
  - BP/AR 6174 Education for English Language Learners

Motion by Long, Haley and passed by 4-0 (**Ayes**: *Armitage, Haley, Long, Wyatt* **No:** *None*) vote to approve revised/new policies and regulations/exhibits as presented.

10. BOARD OF TRUSTEES

Mr. Haley – no report
Mr. Long – no report
Mrs. Wyatt went to Sierra College ADF anniversary, and attended a (CALE) Collation and Lincoln Youth, Auburn and Lincoln Community Meeting.
Mr. Armitage – no report

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
- Community Information Breakfast – Mr. Leaman is currently working with Angie Brown on the Community Breakfast. It will be held at Beerman's Restaurant on Thursday, February 11th
- Special Education Update

10.2 BOARD MEMBER REPORTS/COMMENTS

11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **February 2, 2016** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room
- **February 16, 2016** 7:00 P.M., Regular Meeting of Board of Trustees – Phoenix High School

12. ADJOURNMENT

There being no further business the meeting was adjourned at 9:25 p.m.

Damian Armitage, President

Paul Long, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary to the Superintendent

Adopted:
Ayes:
Noes:
Absent:

BOARD BYLAW 9320: Individuals requiring disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing at least two days prior to meeting date. (American Disabilities Act) Government Code 54954.1

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WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Approval of Warrants

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

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

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 2, 2016

ROLL CALL REQUIRED:
N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the January 5, 2016 board meeting.

RECOMMENDATION:

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

wp/rk/factsheetwarrants

Checks Dated 01/22/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85472215	01/22/2016	AT&T	01-5560		3,950.54
85472216	01/22/2016	PACIFIC GAS & ELECTRIC CO	01-5510		48,602.81
85472217	01/22/2016	SPURR	01-5530		17,747.28
85472218	01/22/2016	"DANIELSEN COMPANY, THE"	13-4380	308.93	
			13-4710	2,192.30	
			Unpaid Sales Tax	12.77-	2,488.46
85472219	01/22/2016	CROWN DISTRIBUTING INC.	13-4380		1,027.49
85472220	01/22/2016	EARTHGRAINS BAKING CO INC	13-4710		847.35
85472221	01/22/2016	GOLD STAR FOODS, INC	13-4710		10,291.61
85472222	01/22/2016	LOWE'S	01-4300		91.89
85472223	01/22/2016	PIZZA GUYS	13-4710		1,605.86
85472224	01/22/2016	SCHOOL SPECIALTY INC	01-4300		127.05
85472225	01/22/2016	TRINITY FRESH	13-4710		270.90
85472226	01/22/2016	Christy L. Aday	01-4300		16.11
85472227	01/22/2016	Annie Z. Brothers	01-4300		31.50
85472228	01/22/2016	Stacey Brown	01-5200		550.64
85472229	01/22/2016	Vanessa L. Cern	01-4300		131.81
85472230	01/22/2016	Reynaldo A. Cubias	01-4300		256.90
85472231	01/22/2016	Jeffrey T. Dardis	13-4300	21.49	
			13-4380	32.38	
			13-4710	40.99	
			13-5200	281.68	376.54
85472232	01/22/2016	Amanda T. Fleshman	01-4300		72.40
85472233	01/22/2016	Tami D. Jeffs	01-4300		52.64
85472234	01/22/2016	Karina A. Kappmeyer-Sofia	01-4300		128.70
85472235	01/22/2016	Kelie D. LeBeau	01-4300		71.94
85472236	01/22/2016	Clinton J. Nelson	01-4300		26.95
85472237	01/22/2016	Pamela S. Soha	01-4300		69.12
85472238	01/22/2016	AIRGAS	01-4300		72.17
85472239	01/22/2016	ALL METALS SUPPLY INC	01-4300		567.60
85472240	01/22/2016	BARNES & NOBLE BOOKSTORES	01-4300		111.80
85472241	01/22/2016	CDW GOVERNMENT INC	01-4300		395.54
85472242	01/22/2016	DEMCO MEDIA	01-4300		91.70
85472243	01/22/2016	DISCOVERY OFFICE SYSTEMS	01-4300		177.85
85472244	01/22/2016	HUMAN RELATIONS MEDIA CNTR	01-4300	2,650.75	
			Unpaid Sales Tax	168.69-	2,482.06
85472245	01/22/2016	LCS PRODUCTS, INC.	01-4300	85.57	
			Unpaid Sales Tax	5.07-	80.50
85472246	01/22/2016	MJB WELDING SUPPLY, INC.	01-4300		481.72
85472247	01/22/2016	NASCO MODESTO	01-4300		92.30
85472248	01/22/2016	OFFICE DEPOT	01-4300		839.86
85472249	01/22/2016	ORIENTAL TRADING COMPANY INC	01-4300	72.90	
			Unpaid Sales Tax	4.18-	68.72
85472250	01/22/2016	RAMOS OIL COMPANY	01-4300		1,089.00
85472251	01/22/2016	RISO PRODUCTS OF SAC INC	01-4300		719.18
85472252	01/22/2016	S & S WORLDWIDE	01-4300		49.79
85472253	01/22/2016	SCHOLASTIC BOOK CLUBS	01-4300		40.00

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

Checks Dated 01/22/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85472254	01/22/2016	SCHOOL SPECIALTY INC	01-4300		136.05
85472255	01/22/2016	SCHOOL TECH SUPPLY	01-4300		411.68
85472256	01/22/2016	SIERRA OFFICE SUPPLIES &	01-4300		59.22
85472257	01/22/2016	STAPLES ADVANTAGE	01-4300		7,271.41
85472258	01/22/2016	TEACHERS PAY TEACHERS	01-4300		80.40
85472259	01/22/2016	Kerry W. Beltram	01-5200		89.51
85472260	01/22/2016	Carrie L. Carlson	01-5200		24.00
85472261	01/22/2016	Jennifer T. Sperber	01-5200		260.60
85472262	01/22/2016	A-Z BUS SALES INC	01-4365		511.59
85472263	01/22/2016	ADVANCED INTEGRATED PEST	01-5800		1,218.00
85472264	01/22/2016	AIRGAS	01-4300		25.68
85472265	01/22/2016	ANGELINA BROWN - DBA ANGEION CONSULTING	01-5800		2,500.00
85472266	01/22/2016	ATKINSON ANDELSON LOYA RUUD & ROMO	01-5810		787.51
85472267	01/22/2016	AUTISM-PRODUCTS.COM	01-4300	1,752.54	
			Unpaid Sales Tax	110.91-	1,641.63
85472268	01/22/2016	B.Z. SERVICE STATION	01-5600		1,053.88
85472269	01/22/2016	BARNES & NOBLE BOOKSTORES	01-4300		47.13
85472270	01/22/2016	C & S TELECOMMUNICATIONS INC	01-5600	110.00	
			01-6400	8,019.55	8,129.55
85472271	01/22/2016	CAPITOL CLUTCH AND BRAKE INC	01-4365		814.48
85472272	01/22/2016	CDW GOVERNMENT INC	01-5800		14,130.00
85472273	01/22/2016	CRUSADER FENCE CO. INC.	01-5800		21,669.00
85472274	01/22/2016	DAWSON OIL COMPANY	01-4345	3,805.16	
			01-4350	6,633.12	10,438.28
85472275	01/22/2016	DECKER EQUIPMENT	01-4300	371.04	
			Unpaid Sales Tax	13.78-	357.26
85472276	01/22/2016	EMICS, INC.	01-5800		1,000.00
85472277	01/22/2016	GRAINGER .	01-4300		468.99
85472278	01/22/2016	GUIDING FITNESS	01-4300		300.00
85472279	01/22/2016	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		599.30
85472280	01/22/2016	J & J SCREEN & GLASS	01-5600		198.37
85472281	01/22/2016	JABBERGYM INC.	01-5800		3,206.25
85472282	01/22/2016	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		1,250.00
85472283	01/22/2016	LANGUAGE LINE SERVICES	01-5800		37.27
85472284	01/22/2016	LINCOLN NEWS MESSENGER	01-4300		69.00
85472285	01/22/2016	LOZANO SMITH, LLP	01-5810		1,740.43
85472286	01/22/2016	MEDICAB OF SACRAMENTO/SIERRA	01-5800		2,819.00
85472287	01/22/2016	OFFICE DEPOT	01-4300		314.35
85472288	01/22/2016	PCOE - PLACER CO OFFICE OF ED	01-7142		477.40
85472289	01/22/2016	PLATT ELECTRIC SUPPLY, INC.	01-4300		30.18
85472290	01/22/2016	ROY R. RADTKE - DBA APPROVED SAFE & LOCK	01-5600		76.50
85472291	01/22/2016	SAC VAL JANITORIAL SALES	01-4300		259.61
85472292	01/22/2016	SCHOOL NURSE SUPPLY INC.	01-4300		187.43
85472293	01/22/2016	SHI INTERNATIONAL CORP	01-4400		10.75

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Checks Dated 01/22/2016					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85472294	01/22/2016	SIERRA OFFICE SUPPLIES &	01-4300		155.11
85472295	01/22/2016	THE FRUITGUYS	01-4300		41.00
85472296	01/22/2016	TOTAL EDUCATION SOLUTIONS	01-5800		488.75
85472297	01/22/2016	TOTAL EDUCATIONAL SYS SUPPORT	01-5800		11,400.00
		Total Number of Checks		**83**	**192,982.83**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	76	176,377.25
13	Cafeteria Fund	7	16,920.98
	Total Number of Checks	**83**	193,298.23
	Less Unpaid Sales Tax Liability		315.40-
	Net (Check Amount)		**192,982.83**

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Checks Dated 01/15/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85471081	01/15/2016	PACIFIC GAS & ELECTRIC CO	01-5510		958.21
85471082	01/15/2016	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		334.13
85471083	01/15/2016	WAVE BROADBAND - ROCKLIN	01-5560		13,086.23
85471084	01/15/2016	"DANIELSEN COMPANY, THE"	13-4380	242.05	
			13-4710	3,632.07	
			Unpaid Sales Tax	7.58-	3,866.54
85471085	01/15/2016	CROWN DISTRIBUTING INC.	13-4380		836.29
85471086	01/15/2016	D & P CREAMERY	13-4710		7,036.17
85471087	01/15/2016	EARTHGRAINS BAKING CO INC	13-4710		44.17
85471088	01/15/2016	FRY'S ELECTRONICS	01-4300		1,404.19
85471089	01/15/2016	PIZZA GUYS	13-4710		1,701.24
85471090	01/15/2016	STATE BOARD OF EQUALIZATION	01-4300		71.29
85471091	01/15/2016	TRINITY FRESH	13-4710		427.59
85471092	01/15/2016	WPUSD PETTY CASH FUND	01-4300	297.11	
			01-5200	800.00	
			01-5800	310.55	
			01-8675	97.70	1,505.36
85471093	01/15/2016	LAURA TCRUZ	13-4710		11.75
85471094	01/15/2016	Krystal G. Arnold	01-5200		96.60
85471095	01/15/2016	Jo Ann Kight	01-4300		49.33
85471096	01/15/2016	ALL WEST COACHLINES INC	01-5800		2,930.00
85471097	01/15/2016	AMERIGAS PROPANE LP	01-4300		403.73
85471098	01/15/2016	ASCA AMERICAN SCHOOL COUNSELOR	01-5300		129.00
85471099	01/15/2016	BALFOUR	01-4300		1,031.25
85471100	01/15/2016	BURKETT'S OFFICE	01-4300		1,538.53
85471101	01/15/2016	CDW GOVERNMENT INC	01-4300	913.75	
			01-4400	1,230.93	2,144.68
85471102	01/15/2016	CURRICULUM ASSOCIATES INC.	01-4300		499.66
85471103	01/15/2016	FOLLETT LIBRARY RESOURCES	01-4300		4.34
85471104	01/15/2016	GLEN EDWARDS MIDDLE SCHOOL	01-4300		86.00
85471105	01/15/2016	GOLD COUNTRY FUNDRAISING	01-5800		1,123.20
85471106	01/15/2016	GOPHER SPORT	01-4300		248.41
85471107	01/15/2016	KUTA SOFTWARE LLC	01-5800		534.00
85471108	01/15/2016	LAKESHORE LEARNING MATERIALS	01-4300		216.08
85471109	01/15/2016	MEMBEAN, INC.	01-4300		1,150.00
85471110	01/15/2016	MJB WELDING SUPPLY, INC.	01-4300		259.50
85471111	01/15/2016	NORTHERN SPEECH SERVICES, INC.	01-4300	106.43	
			Unpaid Sales Tax	6.68-	99.75
85471112	01/15/2016	OFFICE DEPOT	01-4300		565.19
85471113	01/15/2016	PACIFIC ENVIRONMENTAL	01-5800		500.00
85471114	01/15/2016	PCOE - PLACER CO OFFICE OF ED	01-4300		280.00
85471115	01/15/2016	PITNEY BOWES CREDIT CORP ACCOUNT #16271873867	01-5600		125.78
85471116	01/15/2016	PJ'S MAIL & PARCEL SERVICE	01-4300		11.64
85471117	01/15/2016	RAMOS OIL COMPANY	01-4300		1,298.78
85471118	01/15/2016	RAY MORGAN CO. / CHICO	01-5600		229.48

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Checks Dated 01/15/2016					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85471119	01/15/2016	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		135.00
85471120	01/15/2016	REDI-MAT COMPANY, INC.	01-4300		607.11
85471121	01/15/2016	RIEBES AUTO PARTS	01-4300		139.27
85471122	01/15/2016	ROSEVILLE THEATER ARTS ACADEMY	01-5800		484.00
85471123	01/15/2016	SACRAMENTO RIVERCATS	01-4300		100.00
85471124	01/15/2016	SCHOOL SPECIALTY INC	01-4300		3,538.98
85471125	01/15/2016	STAPLES ADVANTAGE	01-4300		3,013.56
85471126	01/15/2016	SUTTER CO SUPERINTENDENT	01-4200		292.50
85471127	01/15/2016	TURNING TECHNOLOGIES	01-4300		1,066.03
85471128	01/15/2016	VERNIER SOFTWARE & TECHNOLOGY	01-4300		104.53
85471129	01/15/2016	WILLIAM A. SIDNEY JR - DBA SAC TOWN ZEBOPS	01-4300		110.00
85471130	01/15/2016	WORLDS FINEST CHOCOLATE	01-4300		2,130.00
85471131	01/15/2016	Brooke A. Barker	01-5200		18.47
85471132	01/15/2016	Arguiles C. Caruncho	01-5800		310.00
85471133	01/15/2016	Amanda Y. Gee	01-5200		97.75
85471134	01/15/2016	Vincent R. Hurtado	01-5200		382.17
85471135	01/15/2016	Deborah J. McKinnon	01-5200		21.60
85471136	01/15/2016	Diane M. Metzelaar	01-4300		36.10
85471137	01/15/2016	Bonnie L. Pellow	01-5200		28.76
85471138	01/15/2016	Jessica L. Rogers	01-5200		196.67
85471139	01/15/2016	Elizabeth E. Wilson	01-4300	78.91	
			01-5200	75.49	154.40
85471140	01/15/2016	ADD SOME CLASS	25-4300	573.62	
			25-4400	588.36	
			25-5800	79.78	1,241.76
85471141	01/15/2016	ANDREWS TOWING	01-5800		180.00
85471142	01/15/2016	APPLE INC.	01-4300		25.00
85471143	01/15/2016	ARK THERAPEUTIC SERVICE INC	01-4300	137.08	
			Unpaid Sales Tax	9.57-	127.51
85471144	01/15/2016	BUTTE COUNTY OFFICE OF ED ATTN: LAURIE WATT	01-5200		300.00
85471145	01/15/2016	CDW GOVERNMENT INC	01-4300	2,947.54	
			01-4400	7,296.92	
			21-4300	338.43	
			25-4300	394.61	10,977.50
85471146	01/15/2016	CITRUS HEIGHTS SAW & MOWER	01-5600		249.91
85471147	01/15/2016	CITY OF LINCOLN/NON UTILITY	01-5800		725.00
85471148	01/15/2016	CPI - CRISIS PREVENTION INSTITUTE	01-5200		2,820.50
85471149	01/15/2016	CROWE HORWATH LLP	01-5811	26,175.00	
			21-5811	4,000.00	30,175.00
85471150	01/15/2016	DECKER EQUIPMENT	01-4300	54.40	
			Unpaid Sales Tax	2.90-	51.50
85471151	01/15/2016	DEPT. OF INDUSTRIAL RELATIONS	01-5800		675.00
85471152	01/15/2016	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		1,644.93
85471153	01/15/2016	FALLEN LEAF TREE SERVICE, INC.	01-5800		1,560.00

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ESCAPE ONLINE

Checks Dated 01/15/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85471154	01/15/2016	FAR WEST RENTS & READY MIX	01-5600		49.99
85471155	01/15/2016	FUN AND FUNCTION	01-4300	192.59	
			Unpaid Sales Tax	12.00-	180.59
85471156	01/15/2016	GCR TIRES & SERVICE	01-4360		539.56
85471157	01/15/2016	GRAINGER .	01-4300		1,970.19
85471158	01/15/2016	GROTH MUSIC	01-4100	130.26	
			Unpaid Sales Tax	8.19-	122.07
85471159	01/15/2016	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		594.97
85471160	01/15/2016	J.W. PEPPER & SON INC	01-4100		173.08
85471161	01/15/2016	LAKESHORE LEARNING MATERIALS	01-4300		303.02
85471162	01/15/2016	LOVE AND LOGIC INSTITUTE, INC	01-5200		396.00
85471163	01/15/2016	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		2,035.22
85471164	01/15/2016	MEDICAL BILLING TECHNOLOGIES	01-5800		362.15
85471165	01/15/2016	MISSION UNIFORM SERVICE INC	01-4300	71.12	
			01-5800	2,085.33	2,156.45
85471166	01/15/2016	NAVIA BENEFIT SOLUTIONS	01-5800		154.00
85471167	01/15/2016	NORMAC	01-4300		24.77
85471168	01/15/2016	PLACER LEARNING CENTER	01-5800		38,044.35
85471169	01/15/2016	PRO-ED	01-4300	211.45	
			Unpaid Sales Tax	13.50-	197.95
85471170	01/15/2016	RAPID ROOTER	01-5800		750.00
85471171	01/15/2016	RAY MORGAN CO. / CHICO	01-5600		37.64
85471172	01/15/2016	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-4300	1,175.54	
			01-5600	1,037.02	2,212.56
85471173	01/15/2016	REI RECREATIONAL EQUIPMENT INC	01-4300		1,148.28
85471174	01/15/2016	RIEBES AUTO PARTS	01-4365		1,724.54
85471175	01/15/2016	RONALD L. CARRIGAN - DBA QUALITY WINDOW COVERINGS	01-4300		1,844.83
85471176	01/15/2016	SAC VAL JANITORIAL SALES	01-4300		6,630.07
85471177	01/15/2016	SIERRA FOOTHILLS ACADEMY	01-5800		24,344.55
85471178	01/15/2016	SIERRA OFFICE SUPPLIES &	01-4300		156.63
85471179	01/15/2016	SITEONE LANDSCAPE SUPPLY	01-4300		306.08
85471180	01/15/2016	STATE OF CALIF DEPT OF REHAB	11-8290		23,360.00
85471181	01/15/2016	SUTTER MEDICAL FOUNDATION	01-5800		216.00
85471182	01/15/2016	UNIVERSAL SPECIALTIES, INC.	01-4300		568.43
85471183	01/15/2016	WESTERN PLACER WASTE	01-5540		184.91
85471184	01/15/2016	WILCO SUPPLY	01-4300		631.25
85471185	01/15/2016	CSEA	01-9550		27.52
		Total Number of Checks		**105**	**222,006.25**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	96	178,800.54
11	Adult Education Fund	1	23,360.00

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ESCAPE ONLINE

Checks Dated 01/15/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount

Fund Summary

Fund	Description	Check Count	Expensed Amount
13	Cafeteria Fund	7	13,931.33
21	Building Fund #1	2	4,338.43
25	Capital Facilities Fund	2	1,636.37
	Total Number of Checks	**105**	222,066.67
	Less Unpaid Sales Tax Liability		60.42-
	Net (Check Amount)		**222,006.25**

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Checks Dated 01/08/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85469469	01/08/2016	Linda S. Lucas	01-4300		43.00
85469470	01/08/2016	"DANIELSEN COMPANY, THE"	13-4380	110.37	
			13-4710	2,753.02	2,863.39
85469471	01/08/2016	CROWN DISTRIBUTING INC.	13-4380		930.10
85469472	01/08/2016	CUSTOM INK.COM	01-4300	402.40	
			Unpaid Sales Tax	28.07-	374.33
85469473	01/08/2016	DISCOUNT SCHOOL SUPPLY	01-4300		1,730.43
85469474	01/08/2016	EARTHGRAINS BAKING CO INC	13-4710		542.81
85469475	01/08/2016	GOLD STAR FOODS, INC	13-4710		6,989.58
85469476	01/08/2016	GOLDEN STATE EQUIPMENT REPAIR	13-5600		2,248.20
85469477	01/08/2016	MILLERS CITRUS GROVE	13-4710		403.75
85469478	01/08/2016	MISSION UNIFORM SERVICE INC	13-5800		542.13
85469479	01/08/2016	PIZZA GUYS	13-4710		2,130.55
85469480	01/08/2016	TRINITY FRESH	13-4710		651.27
85469481	01/08/2016	CITY OF LINCOLN	01-5540	5,545.41	
			01-5550	2,764.88	
			01-5570	10,726.03	19,036.32
85469482	01/08/2016	CITY OF LINCOLN / PG&E REIMB	01-5510		1,682.05
85469483	01/08/2016	JIVE COMMUNICATIONS, INC.	01-5560		712.11
85469484	01/08/2016	PACIFIC GAS & ELECTRIC CO	01-5510		19,530.23
85469485	01/08/2016	VERIZON WIRELESS	01-5560	704.66	
			13-5560	41.79	
			21-5560	31.79	778.24
85469486	01/08/2016	Nicole R. Bartlett	01-4300		25.77
85469487	01/08/2016	Erik S. Bost	01-5200		31.86
85469488	01/08/2016	Gregg Law	01-5200		11.50
85469489	01/08/2016	Karen A. Roberts	01-4300		10.18
85469490	01/08/2016	Lauretta L. Shelton	01-4300		208.73
85469491	01/08/2016	AIRGAS	01-4300		70.04
85469492	01/08/2016	APPLE INC.	01-4300		410.43
85469493	01/08/2016	BANK OF AMERICA #5124 BUSINESS CARD	01-4300	75.26	
			01-5200	540.00	615.26
85469494	01/08/2016	BRAIN POP	01-4300		440.00
85469495	01/08/2016	BSN SPORTS SPORTS SUPPLY GROUP	01-4300		424.04
85469496	01/08/2016	CALTRONICS BUSINESS SYSTEMS	01-5600		91.80
85469497	01/08/2016	CARSON-DELLOSA PUBLISHING	01-4300		94.38
85469498	01/08/2016	CASBO - CALIF ASSOC OF SCHOOL BUSINESS OFFICIALS	01-5200		255.00
85469499	01/08/2016	CASCD-CA ASSOC OF SUPERVISION & CURRICULUM DEVELOPMENT	01-5200		235.00
85469500	01/08/2016	CDW GOVERNMENT INC	01-4300	348.58	
			01-4400	840.39	1,188.97
85469501	01/08/2016	CEV MULTIMEDIA, LTD.	01-4300		850.00
85469502	01/08/2016	CLASSROOM DIRECT.COM	01-4300		37.35
85469503	01/08/2016	CROWN AWARDS	01-4300	27.60	
			Unpaid Sales Tax	1.93-	25.67

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Checks Dated 01/08/2016

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85469504	01/08/2016	DE LAGE LANDEN	01-5600		831.64
85469505	01/08/2016	DECKER EQUIPMENT	01-4300	93.10	
			Unpaid Sales Tax	5.60-	87.50
85469506	01/08/2016	DISCOUNT SCHOOL SUPPLY	01-4300		61.11
85469507	01/08/2016	DISCOVERY OFFICE SYSTEMS	01-4300	660.16	
			01-5600	779.14	
			01-5800	92.85	1,532.15
85469508	01/08/2016	EDMENTUM INC.	01-5800		323.20
85469509	01/08/2016	ENTERPRISE RENT A CAR	01-4300		129.29
85469510	01/08/2016	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		589.26
85469511	01/08/2016	FULL COMPASS SYSTEMS	01-4300	367.20	
			Unpaid Sales Tax	21.60-	345.60
85469512	01/08/2016	HAWKINS OFFICIATING SERVICE	01-5800		140.00
85469513	01/08/2016	J's COMMUNICATIONS INC	01-4300		111.50
85469514	01/08/2016	JONES SCHOOL SUPPLY CO INC	01-4300	934.18	
			Unpaid Sales Tax	62.28-	871.90
85469515	01/08/2016	MIKALAI KALMAN	01-5800		2,943.90
85469516	01/08/2016	NASCO MODESTO	01-4300		358.15
85469517	01/08/2016	NORTH STATE SCREENPRINT & ATHLETIC	01-4300		473.37
85469518	01/08/2016	OFFICE DEPOT	01-4300		754.06
85469519	01/08/2016	ORIENTAL TRADING COMPANY INC	01-4300	277.61	
			Unpaid Sales Tax	18.47-	259.14
85469520	01/08/2016	PEARSON ASSESSMENTS TESTING CUSTOMER SERVICE	01-4300		219.91
85469521	01/08/2016	POSTMASTER / COES	01-4300		196.00
85469522	01/08/2016	PURCHASE POWER	01-4300		1,092.82
85469523	01/08/2016	RAY MORGAN CO. / CHICO	01-4300		562.86
85469524	01/08/2016	REALLY GOOD STUFF	01-4300	81.88	
			Unpaid Sales Tax	4.95-	76.93
85469525	01/08/2016	RISO PRODUCTS OF SAC INC	01-4300		527.58
85469526	01/08/2016	ROSEVILLE THEATER ARTS ACADEMY	01-5800		50.00
85469527	01/08/2016	SACRAMENTO CO OFFICE OF ED.	01-5200		95.00
85469528	01/08/2016	SCANTRON CORPORATION	01-4300		154.98
85469529	01/08/2016	SCHOLASTIC BOOK CLUBS	01-4300		27.00
85469530	01/08/2016	SCHOOL SPECIALTY INC	01-4300		775.01
85469531	01/08/2016	SCHOOL TECH SUPPLY	01-4300		727.35
85469532	01/08/2016	SKILLS USA, INC.	01-4300		45.00
85469533	01/08/2016	STAPLES ADVANTAGE	01-4300		3,505.86
85469534	01/08/2016	TEACHERS PAY TEACHERS	01-4300		53.00
85469535	01/08/2016	TROXELL COMMUNICATIONS	01-4400		514.93
85469536	01/08/2016	U.S. BANK NATIONAL ASSOCIATIONU.S. BANCORP PURCHASING CARD	01-4100	27.56	
			01-4300	1,691.93	
			01-5200	6,602.52	
			01-5800	165.00	
			01-5810	370.00	
			13-4300	275.29	

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Checks Dated 01/08/2016					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85469536	01/08/2016	U.S. BANK NATIONAL ASSOCIATIONU.S. BANCORP PURCHASING CARD	13-4710	496.34	
			25-5200	4.00	9,632.64
85469537	01/08/2016	WAVE BROADBAND	01-4300		17.32
85469538	01/08/2016	Alexis K. Dodge	01-5200		69.73
85469539	01/08/2016	Amber N. Hichborn	01-5200		141.62
85469540	01/08/2016	Tracey N. Lillie	01-5200	42.55	
			11-5200	25.88	68.43
85469541	01/08/2016	Wendy K. Meagher	01-5200		85.97
85469542	01/08/2016	Katelynn A. Myers	01-5200		27.20
85469543	01/08/2016	Hannah K. Ritchie	01-5200		58.45
85469544	01/08/2016	Christine D. Sanguinetti	01-5200		14.38
85469545	01/08/2016	Susan E. Watkins	01-5200		42.70
85469546	01/08/2016	ACI SPECIALTY BENEFITS ACI ENTERPRISES INC	01-3901		2,475.00
85469547	01/08/2016	BACK TO LIFE AUTOMOTIVE	01-5800		412.75
85469548	01/08/2016	BANK OF AMERICA #1801	01-5200		1,161.01
85469549	01/08/2016	BRCO CONSTRUCTION, INC.	21-6270	29,415.32	
			25-6270	79,557.80	108,973.12
85469550	01/08/2016	BUREAU OF EDUCATION & RESEARCH	01-5200		1,314.00
85469551	01/08/2016	CABE	01-5200		3,440.00
85469552	01/08/2016	CAPSTONE	01-4100		16,783.18
85469553	01/08/2016	CARNEGIE LEARNING, INC.	01-4100		16,659.50
85469554	01/08/2016	CDE - CALIF DEPT OF EDUCATION	12-7439		13,000.00
85469555	01/08/2016	CDW GOVERNMENT INC	01-6400		2,200.00
85469556	01/08/2016	CITRUS HEIGHTS SAW & MOWER	01-4365		7.54
85469557	01/08/2016	DECKER EQUIPMENT	01-4300	217.81	
			Unpaid Sales Tax	13.34-	204.47
85469558	01/08/2016	DELTA EDUCATION INC	01-4100		555.31
85469559	01/08/2016	DISCOVERY OFFICE SYSTEMS	01-5600		53.00
85469560	01/08/2016	DSA - DIVISION OF THE STATE ARCHITECT	21-6220		2,684.81
85469561	01/08/2016	DTSC DEPARTMENT OF TOXIC	21-6150		1,500.00
85469562	01/08/2016	ESS ENVIRONMENTAL	01-5800		390.00
85469563	01/08/2016	FASTENAL COMPANY	01-4300		3.62
85469564	01/08/2016	FOLLETT EDUCATIONAL SERVICES	01-4100		120,901.30
85469565	01/08/2016	FOLLETT SCHOOL SOLUTIONS, INC.	01-4100		1,979.45
85469566	01/08/2016	FORTNET SECURITY	01-5800		2,880.00
85469567	01/08/2016	GRAINGER .	01-4300		1,232.46
85469568	01/08/2016	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		34.36
85469569	01/08/2016	INTEGRATED FIRE SYSTEMS INC	01-5800		1,540.00
85469570	01/08/2016	JCI JOHNSON CONTROLS INC.	01-5600		1,450.00
85469571	01/08/2016	K S TELECOM INC	01-5800		6,385.00
85469572	01/08/2016	KRONICK MOSKOVITZ TIEDEMANN	01-5810		2,898.16
85469573	01/08/2016	LOVE AND LOGIC INSTITUTE, INC	01-4300	17.83	
			Unpaid Sales Tax	.83-	17.00
85469574	01/08/2016	LOZANO SMITH, LLP	01-5810	10,213.91	

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Checks Dated 01/08/2016					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85469574	01/08/2016	LOZANO SMITH, LLP	25-5810	215.75	10,429.66
85469575	01/08/2016	MARY WILKIE - DBA WHEST KOAST PLUMBING	01-5600		10,921.50
85469576	01/08/2016	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		4,963.92
85469577	01/08/2016	MEDICAB OF SACRAMENTO/SIERRA	01-5800		4,281.50
85469578	01/08/2016	MEDICAL BILLING TECHNOLOGIES	01-5800		125.60
85469579	01/08/2016	PCOE - PLACER CO OFFICE OF ED	01-5800	2,929.90	
			01-7142	41.77	2,971.67
85469580	01/08/2016	PEARSON - PSYCHOLOGICAL CORP.	01-4300		1,868.18
85469581	01/08/2016	PEARSON ASSESSMENTS ORDERING DEPARTMENT	01-4300		2,468.05
85469582	01/08/2016	PEARSON EDUCATION	01-4100		5,859.73
85469583	01/08/2016	PEARSON SCOTT FORSEMAN	01-4100		1,222.15
85469584	01/08/2016	PITNEY BOWES CREDIT CORP ACCOUNT #16271873867	01-5600		1,996.00
85469585	01/08/2016	PJ'S MAIL & PARCEL SERVICE	01-5800		11.48
85469586	01/08/2016	PLACER COUNTY TREASURER TAX COLLECTOR	01-5800		24,709.22
85469587	01/08/2016	PRO-ED	01-4300	49.30	
			Unpaid Sales Tax	3.15-	46.15
85469588	01/08/2016	PURCHASE POWER	01-4300		4,341.48
85469589	01/08/2016	PYRAMID EDUCATIONAL	01-4300		71.34
85469590	01/08/2016	RAPID ROOTER	01-5800		237.50
85469591	01/08/2016	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		1,002.61
85469592	01/08/2016	REAL OT SOLUTIONS, INC.	01-4300		473.86
85469593	01/08/2016	RICHARDS INSTITUTE OF EDUCATION & RESEARCH	01-5200		375.00
85469594	01/08/2016	RONALD L. CARRIGAN - DBA QUALITY WINDOW COVERINGS	01-4300		660.70
85469595	01/08/2016	ROY R. RADTKE - DBA APPROVED SAFE & LOCK	01-4300	182.13	
			01-5600	177.66	359.79
85469596	01/08/2016	SAC VAL JANITORIAL SALES	01-4300		12,171.96
85469597	01/08/2016	SASS/Mestmaker Insurance	01-5800		409.80
85469598	01/08/2016	SCHOLASTIC BOOKS	01-4100		130.42
85469599	01/08/2016	SCHOLASTIC MAGAZINE	01-4300		6,752.32
85469600	01/08/2016	SCHOLASTIC TEACHING RESOURCES	01-4200		2,784.08
85469601	01/08/2016	SCHOOL NURSE SUPPLY INC.	01-4300		111.27
85469602	01/08/2016	SIERRA OFFICE SUPPLIES &	01-4300		169.59
85469603	01/08/2016	SITEONE LANDSCAPE SUPPLY	01-4300		551.16
85469604	01/08/2016	SUPER DUPER SCHOOL COMPANY	01-4300	246.18	
			Unpaid Sales Tax	17.18-	229.00
85469605	01/08/2016	TAG / AMS INC	01-5800		60.00
85469606	01/08/2016	TALK TECHNOLOGIES INC	01-4300		4,600.00
85469607	01/08/2016	TALK TOOLS TM	01-4300	88.43	
			Unpaid Sales Tax	4.62-	83.81

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ESCAPE ONLINE

Checks Dated 01/08/2016

Check Number	Check Date	Pay to the Order of		Fund Object	Expensed Amount	Check Amount
85469608	01/08/2016	THE SACRAMENTO BEE DEPT.	ADVERTISING	01-5800		241.54
85469609	01/08/2016	TIME FOR KIDS		01-4300		4,718.95
85469610	01/08/2016	TOTAL EDUCATION SOLUTIONS		01-5800		1,360.00
85469611	01/08/2016	UNIVERSAL SPECIALTIES, INC.		01-4300		90.44
85469612	01/08/2016	US BANK CORP TRUST SERVICE		49-5800		1,760.00
85469613	01/08/2016	W.W. NORTON & COMPANY INC.		01-4100		11,293.25
85469614	01/08/2016	WILCO SUPPLY		01-4300		25.53
85469615	01/08/2016	ZEP SALES & SERVICE		01-4300		157.09
85469616	01/08/2016	Vincent R. Hurtado		01-5200		153.22
			Total Number of Checks		**148**	**533,194.47**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	134	387,065.94
11	Adult Education Fund	1	25.88
12	Child Development Fund	1	13,000.00
13	Cafeteria Fund	11	18,115.20
21	Building Fund #1	4	33,631.92
25	Capital Facilities Fund	3	79,777.55
49	Mello Roos Capital Projects	1	1,760.00
	Total Number of Checks	**148**	533,376.49
	Less Unpaid Sales Tax Liability		182.02-
	Net (Check Amount)		**533,194.47**

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Checks Dated 12/18/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85467830	12/18/2015	AT&T	01-5560		3,849.67
85467831	12/18/2015	PACIFIC GAS & ELECTRIC CO	01-5510		53,591.43
85467832	12/18/2015	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		334.13
85467833	12/18/2015	SPURR	01-5530		8,442.02
85467834	12/18/2015	WAVE BROADBAND - ROCKLIN	01-5560		13,000.00
85467835	12/18/2015	Abigail C. Castillo	01-4300	26.00	
			01-5200	244.38	270.38
85467836	12/18/2015	"DANIELSEN COMPANY, THE"	13-4380	81.54	
			13-4710	3,173.29	3,254.83
85467837	12/18/2015	CROWN DISTRIBUTING INC.	13-4380		1,192.68
85467838	12/18/2015	EARTHGRAINS BAKING CO INC	13-4710		1,091.01
85467839	12/18/2015	GOLD STAR FOODS, INC	13-4710		9,657.65
85467840	12/18/2015	PIZZA GUYS	13-4710		2,670.84
85467841	12/18/2015	SAFEWAY INC	01-4300		296.23
85467842	12/18/2015	SCHOOL TECH SUPPLY	01-4400		1,011.80
85467843	12/18/2015	TRINITY FRESH	13-4710		381.97
85467844	12/18/2015	Teresa Avelar	01-5200		128.80
85467845	12/18/2015	Debra A. Freid	01-5200		373.96
85467846	12/18/2015	Travis K. Hunt	01-5200		64.33
85467847	12/18/2015	Timothy C. Kerrigan	01-5200		137.17
85467848	12/18/2015	Mariela Ochoa	01-4300		35.38
85467849	12/18/2015	Philip W. Otte	01-5200		94.22
85467850	12/18/2015	CALIFORNIA WEEKLY EXPLORER INC	01-4300		1,590.00
85467851	12/18/2015	CARRIE PEREIRA DBA - STARSTRUCK SHOWCASE	01-5800		3,700.00
85467852	12/18/2015	CLMS - CA LEAGUE OF MIDDLE SCHOOLS	01-5200		329.00
85467853	12/18/2015	DE LAGE LANDEN	01-5600		129.82
85467854	12/18/2015	DISCOUNT MAGAZINE SUB SERVICE	01-4300		60.97
85467855	12/18/2015	FLORA FRESH, INC.	01-4300		308.15
85467856	12/18/2015	FOLLETT LIBRARY RESOURCES	01-4300		498.81
85467857	12/18/2015	GREENFIELD LEARNING INC	01-5800		9,350.00
85467858	12/18/2015	JOBS FOR THE FUTURE INC	01-5200		150.00
85467859	12/18/2015	JONES SCHOOL SUPPLY CO INC	01-4300	278.45	
			Unpaid Sales Tax	18.57-	259.88
85467860	12/18/2015	MJB WELDING SUPPLY, INC.	01-4300		259.50
85467861	12/18/2015	OFFICE DEPOT	01-4300		791.46
85467862	12/18/2015	PACIFIC ENVIRONMENTAL	01-5800		500.00
85467863	12/18/2015	POSTMASTER / FRE	01-4300		196.00
85467864	12/18/2015	RAY MORGAN CO. / CHICO	01-5600		150.81
85467865	12/18/2015	RIEBES AUTO PARTS	01-4300		396.87
85467866	12/18/2015	RISO PRODUCTS OF SAC INC	01-4300		755.13
85467867	12/18/2015	SCHOOL SPECIALTY INC	01-4300		1,292.96
85467868	12/18/2015	SHERIDAN SCHOOL	01-4300		32.41
85467869	12/18/2015	SIERRA HAY & FEED	01-4300		103.58
85467870	12/18/2015	STAPLES ADVANTAGE	01-4300	7,897.62	
			13-4300	107.50	8,005.12

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Checks Dated 12/18/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85467871	12/18/2015	WOODWIND & BRASSWIND	01-4300		413.94
85467872	12/18/2015	Brooke A. Barker	01-5200		20.24
85467873	12/18/2015	Desiree L. Derouin-St John	01-4300		82.90
85467874	12/18/2015	Amber N. Hichborn	01-5200		126.73
85467875	12/18/2015	Vincent R. Hurtado	01-5200		492.82
85467876	12/18/2015	Clelia Jocoy	01-5800		229.60
85467877	12/18/2015	Rosemary Knutson	01-5200		17.25
85467878	12/18/2015	Katelynn A. Myers	01-5200		51.70
85467879	12/18/2015	Amy L. Pettersen	01-5200		19.91
85467880	12/18/2015	Catherine J. Pfitzer	01-4300		30.00
85467881	12/18/2015	Keyonna M. Williams	01-5200		106.95
85467882	12/18/2015	A-Z BUS SALES INC	01-4365		339.33
85467883	12/18/2015	ACADEMIC THERAPY PUBLICATIONS	01-4300		908.31
85467884	12/18/2015	ADD SOME CLASS	01-4300	3,712.88	
			01-5800	768.12	4,481.00
85467885	12/18/2015	ADVANCED INTEGRATED PEST	01-5800		1,218.00
85467886	12/18/2015	AIRGAS	01-4300		24.84
85467887	12/18/2015	ALAN S BROOKS	21-5800	225.00	
			25-5800	225.00	450.00
85467888	12/18/2015	ANYWHERE CART	01-4300	783.28	
			01-4400	93.92	
			Unpaid Sales Tax	61.20-	816.00
85467889	12/18/2015	APPLE INC.	01-4300	90.00	
			01-4400	3,752.55	3,842.55
85467890	12/18/2015	C & S TELECOMMUNICATIONS INC	01-5600		160.00
85467891	12/18/2015	CDW GOVERNMENT INC	01-4300	2,243.73	
			01-4400	2,125.24	4,368.97
85467892	12/18/2015	CITRUS HEIGHTS SAW & MOWER	01-4365		407.45
85467893	12/18/2015	DANIELLE SHAHAN	01-5800		4,830.00
85467894	12/18/2015	DAWSON OIL COMPANY	01-4345		4,492.17
85467895	12/18/2015	EdTECH TEAM INC.	01-5200		329.00
85467896	12/18/2015	FERGUSON ENTERPRISES #686	01-4300		275.96
85467897	12/18/2015	FUN AND FUNCTION	01-4300	286.73	
			Unpaid Sales Tax	17.85-	268.88
85467898	12/18/2015	GCR TIRES & SERVICE	01-4360		865.20
85467899	12/18/2015	GEARY PACIFIC SUPPLY	01-4300		52.02
85467900	12/18/2015	GRAINGER .	01-4300		1,931.19
85467901	12/18/2015	GUIDING FITNESS	01-4300		680.00
85467902	12/18/2015	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		935.79
85467903	12/18/2015	HOLT OF CALIFORNIA	01-5600		804.80
85467904	12/18/2015	INTERNATIONAL INSTITUTE FOR RESTORATIVE PRACTICES	01-5200		650.00
85467905	12/18/2015	J.W. PEPPER & SON INC	01-4100		3,068.80
85467906	12/18/2015	JUPITER ED, INC.	01-5800		4,000.00
85467907	12/18/2015	KINKO'S INC. FEDEX ACCOUNT# 0579238461 0001	01-4300		78.22

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Checks Dated 12/18/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
85467908	12/18/2015	KRISTINE N CORN DBA SIERRA PEDIATRIC THERAPY CLINIC	01-5800		983.25
85467909	12/18/2015	LOWE'S	01-4300		1,409.65
85467910	12/18/2015	LOZANO SMITH, LLP	01-5810		1,271.66
85467911	12/18/2015	LPA INC.	21-6210		120,571.11
85467912	12/18/2015	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		2,042.76
85467913	12/18/2015	MCM ROOFING COMPANY INC	01-5800		3,690.00
85467914	12/18/2015	MEDICAL BILLING TECHNOLOGIES	01-5800		425.45
85467915	12/18/2015	MISSION UNIFORM SERVICE INC	01-4300	71.12	
			01-5800	1,611.73	1,682.85
85467916	12/18/2015	NORTHERN SPEECH SERVICES, INC.	01-5200		129.00
85467917	12/18/2015	OFFICE DEPOT	01-4300		1,335.04
85467918	12/18/2015	ORIENTAL TRADING COMPANY INC	01-4300	13.43	
			Unpaid Sales Tax	.45-	12.98
85467919	12/18/2015	PADRE ASSOCIATES, INC.	21-6150		3,000.00
85467920	12/18/2015	PCOE - PLACER CO OFFICE OF ED	01-5800		4,500.00
85467921	12/18/2015	PLACER LEARNING CENTER	01-5800		39,102.90
85467922	12/18/2015	PYRAMID EDUCATIONAL	01-4300		95.18
85467923	12/18/2015	RELIANCE COMMUNICATIONS,LLC	01-5800		10,432.50
85467924	12/18/2015	RIEBES AUTO PARTS	01-4365		874.70
85467925	12/18/2015	ROY R. RADTKE - DBA APPROVED SAFE & LOCK	21-4300	93.18	
			21-5800	98.50	191.68
85467926	12/18/2015	SAC VAL JANITORIAL SALES	01-4300		9,125.20
85467927	12/18/2015	SAENZ LANDSCAPE CONSTRUCTION COMPANY	01-5800		21,114.00
85467928	12/18/2015	SCHOOL TECH SUPPLY	01-4300		14,269.08
85467929	12/18/2015	SIERRA OFFICE SUPPLIES &	01-4300		58.70
85467930	12/18/2015	SIG EMPLOYEE BENEFITS TRUST	76-9554		644,019.00
85467931	12/18/2015	SITEONE LANDSCAPE SUPPLY	01-4300		59.65
85467932	12/18/2015	TOTAL EDUCATIONAL SYS SUPPORT	01-5800		20,900.00
85467933	12/18/2015	US BANK CORP TRUST SERVICE	49-5800		1,680.00
85467934	12/18/2015	WESTERN PLACER WASTE	01-5540		99.92
85467935	12/18/2015	WILCO SUPPLY	01-4300		409.22
85467936	12/18/2015	WOODWIND & BRASSWIND	01-4300	1,725.60	
			01-4400	574.90	2,300.50
		Total Number of Checks	**107**		**1,076,395.47**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	95	288,225.27
13	Cafeteria Fund	7	18,356.48
21	Building Fund #1	4	123,987.79
25	Capital Facilities Fund	1	225.00
49	Mello Roos Capital Projects	1	1,680.00
76	Payroll Fund	1	644,019.00

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

Checks Dated 12/18/2015

Check Number	Check Date	Pay to the Order of		Fund Object	Expensed Amount	Check Amount
		Total Number of Checks	107		1,076,493.54	
		Less Unpaid Sales Tax Liability			98.07-	
		Net (Check Amount)			**1,076,395.47**	

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

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:

Ratification of Contract with Silverado Stages - Transportation Services Academy of Sciences Lincoln High School Field Trip

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

Perkins Grant, HOSA, & Donations

MEETING DATE:

February 2, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for transportation services with Silverado Stages for students and teachers of Lincoln High School for District sponsored field trip to the California Academy of Sciences in February 2016. The cost of the transportation is $1,721.16 and will be funded between the Perkins Grant, HOSA Student Group, and student donations.

RECOMMENDATION:

Administration recommends that the Board ratify the contract proposal agreement between Silverado Stages and Western Placer Unified School District.

Acceptance

Silverado Stages, Inc.

Client ID	LincolnHig	Charter ID	4932
Client		Movement ID	10620
Company	Lincoln High School	Status	Firm
Client Ref 1		Passengers	
Client Ref 2		Distance	300

First Pick-up	790 J Street, Lincoln, CA 95648	Destination	55 Music Concourse Drive, San Francisco,
Pick-up Date	Thu 2/25/2016 Time 07:00	Arrival Date	Thu 2/25/2016 Time 10:00
Single Journey	No	Leave Date	Thu 2/25/2016 Time 16:00
Vehicle To Stay	No	Back Date	Thu 2/25/2016 Time 19:00

First Pick-up Instructions	Destination Instructions
Lincoln High School 790 J Street, Lincoln, CA 95648	California Academy of Sciences, 55 Music Concourse Drive, San Francisco, CA 94118

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
56	56-Pax Motorcoach >5 years in age	1				
15	Hours - Min 10		$1,700.00			
			$1,700.00	1	$17.00	$1,717.00

Quantity	Description	Unit Price	Price	Tax %	Tax	Total
1	Environmental Fee	$15.00	$15.00	0	$0.00	$15.00
300	Fuel Surcharge at Time of Booking (per mile)	$0.30	$90.00	0	$0.00	$90.00
1	Discount	($100.84)	($100.84)	0	$0.00	($100.84)
Movement Totals			$1,704.16		$17.00	$1,721.16

Driver Description	Vehicle No	Driver Description	Vehicle No
SPAB Certified	1		

I have checked all the details above and agree that they are correct.

Signature		Print Name	Audrey Kilpatrick	Date	1/26/16

Coach Manager Printed: 1/11/2016 3:41:49 PM

Going the Distance for Travelers

241 Prado Road
San Luis Obispo CA 93401
Phone: (805) 545-8400
Fax: (805) 544-7675
Toll Free: (800) 781-4699
Website: www.silveradostages.com
Email: sales@silveradostages.com

Charter Terms and Conditions

Your Charter has been forwarded for your review and approval. A signed copy of this contract is required to confirm your charter order. If correct, please sign, date and return this contract along with the required deposit. Please include the charter order number on all the checks.

RATES:
This quote is based on the original services requested and our current tariffs (which are subject to change). In the event of a tariff revision, you will be notified concerning rates in effect for your date of service. The total charges for your charter are subject to change in accordance with your actual itinerary, which is due in this office no later than 21 days prior to the Leave Date. The dispatch office must check and approve all itineraries for compliance with the terms of this contract. Upon completion of the charter, additional hours or miles exceeding the agreed amount will be billed to you based on the tariffs in effect at the time of the charter. Rates are computed based on time or mileage from Silverado terminal. Any additional charges must be paid within 7 days of receipt of invoice. Unless written into this agreement, driver gratuities are not included in your costs. Customers are responsible (including booking and payment) for providing each driver with a single room on overnight trips and rooms may be required on 1-day charters that exceed 12 consecutive hours. Customers are responsible for payment of any tolls, parking fees, entry fees or other miscellaneous fees required to perform this trip unless written into this contract. Customers are responsible for the costs to repair any and all damages caused by Customer's party to the coach and for any additional cleaning fees for coaches returned in poor condition. Past due accounts will accrue interest at the rate of 1 1/2 per cent per month (18% annually).

DEPOSITS:
A deposit, as listed on your contract, of thirty percent (30%) of the total amount of the charter is due within seven days of receiving this contract in order to confirm your booking. Full payment is required no later than 14 days prior to the Leave Date. Silverado Stages, Inc. reserves the right to cancel this charter if payments are not received by the due dates.

CANCELLATIONS:
All cancellations must be submitted in writing. A change of departure date is considered to be a cancellation of the scheduled Charter. Charters cancelled 30 days or more prior to the scheduled departure date are subject to a charter cancellation fee of 6% of the total price of the charter with a minimum $50 charge. Cancellations received less than 30 days prior to the scheduled departure date are subject to a charter cancellation fee of 30% of the total price of the charter with a minimum $50 charge. No refunds will be made for cancellations 14 days or less prior to the scheduled departure date.

GRAD NIGHT CANCELLATIONS:
All cancellations must be submitted in writing. A change of departure date will be considered a cancellation of the present Charter. All deposits are non-refundable. Clients who cancel charters less than 60 days prior to the scheduled departure date are liable for the full charter fee.

PROHIBITED SUBSTANCES:
Smoking, drugs, and alcohol are prohibited on all coaches. Food and Drink not allowed without prior approval from the dispatch office. All animals except guide dogs are prohibited on the coaches.

DISCLAIMER:
Silverado Stages, Inc. is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's own risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Silverado Stages, Inc. shall not be liable for loss of time or monies due to mechanical failure, inclement weather or traffic. We strive to ensure the best operating condition of accessory systems, but due to unpredictable failure rates of accessory systems, we cannot guarantee the operation of radio/video/P/A systems, air-conditioning and restrooms. No refunds or adjustments are given for accessory systems failures or unavailability. We cannot guarantee the assignment of requested drivers or coaches and we reserve the right to substitute equipment leased from other carriers. Silverado Stages, Inc.'s performance of the services contained in this contract is contingent upon the company's ability to furnish the equipment and perform the services.

I, the undersigned, do hereby accept the Charter Terms and Conditions described above and agree to all adhere to all policies contained herein.

Charter Party Signature

1/26/16
Date

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
1. **Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students**
2. **Foster a safe, caring environment where individual differences are valued and respected.**
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Overnight Field Trips

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Kerry Callahan
Assistant Superintendent

ENCLOSURES:
No

DEPARTMENT:
Educational Services

FINANCIAL INPUT/SOURCE:
Student Fees/School Funds

MEETING DATE:
February 2, 2016

ROLL CALL REQUIRED:
No

BACKGROUND:
Per Board Policy 6153, the Board of Trustees recognizes that school-sponsored trips are an important component of a student's development and supplement and enrich the classroom learning experience. School-sponsored trips may be conducted in connection with the district's course of study or school-related social, educational, cultural, athletic, school band activities, or other extracurricular or cocurricular activities. A field trip to a foreign country may be permitted to familiarize students with the language, history, geography, natural science, and other studies relative to the district's course of study.

Requests for school-sponsored trips involving out-of-state, out-of-country, or overnight travel shall be submitted to the Superintendent or designee. The Superintendent or designee shall review the request and make a recommendation to the Board as to whether the request should be approved by the Board. All other school-sponsored trips shall be approved in advance by the principal.

Students will not be excluded due to inability to pay.

Information regarding the overnight field trip for which approval is being sought is as follows:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

FIELD TRIP:	University of the Pacific, Pac West Music Festival and San Francisco California Academy of Sciences
SCHOOL(S):	Lincoln High School
BRIEF DESCRIPTION: *(citing educational purpose)*	Participate in the UOP Pac West Festival, an all-day event including: * nationally recognized panel of adjudicator clinicians * objective, positive feedback given in a non-competitive format * 45 minute performance for each Band in Faye Spanos Concert Hall * full Band clinic immediately following concert performance (45 minutes) * digital recording provided of each Band's performance * digital video recording of each conductor * evening concert by the Pacific Symphonic Wind Ensemble * recognition of all participants at the evening concert * special activities * listening requirement for all Bands * inspirational presentations and clinics for life "beyond the Bandroom" * clinics by HS Directors for Pacific's undergraduate music ed majors http://www.pacificbands.org/pacific-western-concert-band-festival/
DATES:	April 16-17, 2016
LOCATION(S):	Stockton, San Ramon, San Francisco
LODGING/ACCOMMODATIONS:	Hyatt Place - San Ramon, CA
PERSON(S) COORDINATING:	David Hill (7 Chaperones to attend as well)
STUDENTS PARTICIPATING:	50 Band Students

RECOMMENDATION:
Administration recommends the board approve the aforementioned Overnight Field Trip request.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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DISTRICT GLOBAL GOALS

1. Develop and continually upgrade a well articulated K-12 academic program that challenges all students to achieve their highest potential, with a special emphasis on students
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5. Promote student health and nutrition in order to enhance readiness for learning.

SUBJECT:

Ratification of Contract with WPUSD and DeMercurio Consulting

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of
Business and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

February 2, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached quote is for special event & catering services with DeMercurio Consulting for the WPUSD and Community Leaders Breakfast held at Beerman's Restaurant in Lincoln on February 11th, 2016. The cost for the catering will be $2,510.00 and will be funded by General Fund.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between WPSUD and DeMercurio Consulting.

Chef Cal DeMercurio
(530) 949-1416

DEMERCURIO CONSULTING

Chef Ben DeMercurio
(530) 524-5543

Special Event & Catering Order Guide

EVENT COORDINATOR

Company: WPUSD
Department:
Contact Name: Angie Brown
Email: abrown@angeionconsulting.com
Office Phone: 916-698-7887 Ext.
Mobile:

EVENT OVERVIEW

Date: 2/11/2016
Function Title: Annual Breakfast
Style: ☐ Formal ☐ Semi-Casual ☒ Casual
Total No. of Guests: 100
Guest Arrival Time: 8:00 - 9:30am
Budget: $ 25.00 p/Guest $ 2,510.00 Event Total

LOCATION

TIMING Room Set-up: Food Delivery: 7:45am Breakdown:

SERVICES	Item Description		Qty	Price	Total
- FOOD				$	$
	Caramel French Toast Bread Pudding w/ Whipped Cream, Syurp and Butter.				
	Fresh seasonal Vegetable Frittata w/ Creamy Gouda Sauce.				
	Breakfast Fresh Pork Sausage Patties.				
	Crispy O'Brian Potatoes w/ Bell Peppers, Onion and Sharp Cheddar Cheese.				
	Fresh Seasonal Fruit Tray w/ Raspberry Yogurt.				
	Beermanns Homemade Cinnamon Rolls with Honey Butter				
- BEVERAGE				$	$
	French Roast Coffee w/ accompaniments				
	Variety of Hot Tea w/ accompaniments				
- LINEN	52" Square Tablecloth	Color:		$	$
	85" Square Tablecloth	Color: School colors		$	$
	120" Oblong Tablecloth	Color:		$	$
	Table Skirt	Color:		$	$
	Napkin	Color: School colors		$	$

ADDITIONAL NOTES

BILLING INFO

Contact Name:
Email:
Phone: Ext:
Address:
Dept/Unit:
City State Zip

INVOICE AMOUNT

Food Services: $2,000.00
Beverage Services: $incl
Linen Services: $incl.
Gratuity *(when applicable)*: $360.00
Tax *(7.50%)*: $150.00
TOTAL: $

Events will be billed by confirmed number or attendance, whichever is higher. Any additional charges made the day of the event will be added to the total balance. All events not cancelled at least 72 hours in advance will occur 100% of charges. Because of health regulations, leftovers may not be taken home.

1/26/16

Asst Supt of Business Svs and Operations

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 Capitol Public Finance Group 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:

District Facilities Funds

MEETING DATE:

February 2, 2016

ROLL CALL REQUIRED:

No

BACKGROUND:

Attached is the amended contract between Capitol Pubic Finance Group (CPFG) and Western Placer Unified School District. In addition to the regular services approved in the previous contract approved on June 2, 2015, the contract has been updated to include provide a specific scope of work and conflict of interest statement when giving advice on municipal securities. In December 2015, the Municipal Securities Rulemaking Board approved a rule which prescribes a core conduct rule for Municipal Advisors. For this reason CPFG must provide a specific scope of work and conflict of interest statement when giving advice on municipal securities. In order to be compliant they must update the written agreement to include language for municipal advisory services. Since CPFG is actively advising the district on its bond portfolio and authorization they are formalizing the relationship in a manner consistent with the services they are delivering. The contract has been updated to extend the contract period to December 31, 2020 which coincides with the Measure A General Obligation Bond authorization period in order to have consistent financial advisor services.

RECOMMENDATION:

Administration recommends Board ratify the contract with Capitol Public Finance Group and Western Placer Unified School District.

AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
WESTERN PLACER UNIFIED SCHOOL DISTRICT
AND
CAPITOL PUBLIC FINANCE GROUP

1. **Parties and Date.**

This Agreement ("Agreement") is made and entered into this 2nd day of February 2016, by and between **WESTERN PLACER UNIFIED SCHOOL DISTRICT** (the "District") and **CAPITOL PUBLIC FINANCE GROUP** ("Consultant") (collectively referred to as the "Parties" and each individually as the "Party").

2. **Recitals.**

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of the District.

3. **Terms.**

3.1 **Scope of Services, Qualifications and Term.**

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in the scope of work proposal and fee schedule set forth in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

(b) Fiduciary Duty. In accordance with the Municipal Securities Rulemaking Board Proposed Rule 42, Consultant has provided a Conflict of Interest Disclosure as set forth in **Exhibit "B"**. Consultant shall provide the District with periodic updates of Exhibit "B" on an as-needed basis, including written disclosures of actual or pending conflicts of interests, legal or disciplinary actions, and flat or contingent fee arrangements associated with the issuance of municipal securities or financial products.

3.2 **Term.** The term of this Agreement shall be from the date first written above and shall continue until December 31, 2020, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment.

3.3 **Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. The District retains Consultant on an independent contractor basis and Consultant is not an employee of the District. Any additional personnel performing the Services under this Agreement on behalf of

Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of the District and any and all applicable regulatory State agencies, and shall be the property of the District.

(c) Work Authorization/Task Order. Consultant shall obtain from the District a written work authorization for the Project prior to commencing any work or performing any Services under this Agreement. Such written work authorization shall reiterate Consultant's duties outlined herein and provide written confirmation of the specific Services, or portion thereof, to be performed, any applicable schedule requirements for such Services, as well as the agreed upon compensation to be provided for such Services consistent with the not to exceed fee set forth this Agreement.

(d) Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.

(e) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(f) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(g) Insurance. Consultant shall provide insurance in amount and type subject to the review and approval of the District. Consultant shall also provide District with the copies of its insurance policies prior to commencing work on the Project.

(h) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed.

(i) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractors' activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

3.4 **Fees and Payments.**

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement for the not-to-exceed fees set forth in Exhibit "A" attached hereto and incorporated herein by reference consistent with the applicable Work Authorization. Consultant shall not be entitled to any compensation under this Agreement except as confirmed in such written Work Authorization. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing in advance by the District.

(c) Payment of Compensation. Consultant shall submit to the District an itemized statement which indicates work completed and hours of Services rendered by Consultant. The District shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by the District to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from the District.

(e) Authority to Amend Agreement. As the authorized representative for the District for the purposes of binding the District to amendments to this Agreement, the Superintendent or his/her designee, may authorize and execute an amendment to this Agreement to add Services and/or increase the not-to-exceed fee by up to twenty-five percent if the Superintendent identifies an immediate need for such an amendment. All such amendments executed by the Superintendent shall be subject to ratification by the District's governing board.

3.5 **Maintenance of Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours to examine, audit, and make transcripts or copies of such records and any

other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.6 **General Provisions.**

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon rescission of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without the District's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, the District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

CAPITOL PUBLIC FINANCE GROUP
2436 Professional Drive, Suite 300
Roseville, CA 95661
Tel.: (916) 641-2734
Fax: (916) 921-2734

Attn: **Cathleen Dominico, Managing Partner**

DISTRICT:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
600 Sixth Street, Suite 400
Lincoln, CA 95648
Attn: Audrey Kilpatrick, Assistant Superintendent of Business Services and Operations

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Delivery of notice may also be made by overnight mail with proof of delivery; by facsimile with proof of transmission; or by email if receipt is acknowledged by the recipient of the email notice. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. The District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by the District. Should the District wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

(f) Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of the District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and

other related costs and expenses. Consultant shall reimburse the District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers.

(g) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(h) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Placer, State of California.

(i) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(j) The District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(k) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of the District.

(l) Amendments. This Agreement may not be amended except by a writing signed by the District and Consultant.

(m) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(n) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(o) Conflict of Interest. For the term of this Agreement, no member, officer or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(p) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment,

upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of the District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted.

(q) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(r) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(s) Drug/Tobacco-Free Facilities. All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of the District facilities.

(t) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the District Board of Education. Any amendments, except as required by law, to this Agreement shall require Board approval or ratification.

(u) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(v) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement. Copies of signatures shall have the same force and effect as original signatures.

(w) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____

Name: Audrey Kirkpatrick

Title: Asst Supt of Business Svs and Operations

Attest:

By: _____

Name: _____

Title: _____

CAPITOL PUBLIC FINANCE GROUP

By: _____

Name: Christopher Terry

Title: Managing Partner

Attest:

By: _____

Name: Cathleen M. Dominis

Title: Managing Partner

20-2299628

Federal Tax I.D. Number

EXHIBIT "A"
Scope of Work and Fee Schedule

Capitol Public Finance Group will provide the following, on an as needed basis, as specified by and at the direction of the District, general financial planning and advisory services to the District which include but are not limited to the following:

- Facilities planning and facilities accounting
- Advice with respect to development mitigation and land acquisition
- Advice with respect to school district funding and asset management
- Advice with respect to general and facilities funds allocated to debt and contingent liabilities
- Bond Planning, including tax rate analysis, tax base analysis, sizing, timing, and structuring of proposed debt issuance
- Advice with respect to existing debt
- Assistance with entity's such as the County Office of Education, County of Placer, and members of the finance industry (e.g., attorneys, underwriters, rating agencies etc.)
- Compliance with debt covenants, the Internal Revenue Code, continuing disclosure obligations (to the extent not otherwise provided for), and related policies and procedures
- Investment advice related to the proceeds of municipal securities
- Advice with respect to financial products, services and proposals
- Financial communication strategies and presentations
- Training and education for Board, staff and committees

In consideration of consulting services provided, Western Placer Unified School District will pay Capitol Public Finance Group an hourly rate of $195, billed on a monthly basis. In accordance with Section 3.1(b), flat or contingent fee arrangements will be mutually agreed upon concurrently with the scope of work to be provided.

EXHIBIT "B"

MSRB Rule G-42 Supplement

MSRB Rule G-42 Supplement

Conflict of Interest Disclosure
Western Placer Unified School District

As of January 19, 2016

As part of the fiduciary duty Municipal Advisors owe to their clients, Capitol PFG is providing this supplement to advise you of actual or potential conflicts of interest. Capitol PFG is identifying actual or potential conflicts of interest or material disclosures by marking the relevant conflict in the boxes below; providing a brief explanation of the nature, implications and potential consequences of each conflict; and providing an explanation of how Capitol PFG will manage or mitigate the conflict.

☐ any actual or potential conflicts of interest of which it is aware after reasonable inquiry that could reasonably be anticipated to impair its ability to provide advice to or on behalf of the client in accordance with its fiduciary duty to municipal entity clients

☐ any affiliate of the municipal advisor that provides any advice, service, or product to or on behalf of the client that is directly related to the municipal advisory activities to be performed by the disclosing municipal advisor

☐ any payments made by the municipal advisor, directly or indirectly, to obtain or retain an engagement to perform municipal advisory activities for the client

☐ any payments received by the municipal advisor from a third party to enlist the municipal advisor's recommendation to the client of its services, any municipal securities transaction or any municipal financial product

☐ any fee-splitting arrangements involving the municipal advisor and any provider of investments or services to the client

☐ any conflicts of interest arising from compensation for municipal advisory activities to be performed that is contingent on the size or closing of any transaction as to which the municipal advisor is providing advice

☐ any other engagements or relationships of the municipal advisor that could reasonably be anticipated to impair the municipal advisor's ability to provide advice to or on behalf of the client in accordance with its fiduciary duty to municipal entity clients

☒ Capitol PFG has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to the Western Placer Unified School District in accordance with its fiduciary duty to the District. To the extent any such conflicts of interest arise after the date of this Agreement, Capitol PFG will provide information with respect to such conflicts in the form of a written supplement to this Agreement.

☐ any legal or disciplinary event that is material to the Western Placer Unified School District's evaluation of Capitol PFG or the integrity of its management or advisory personnel

Copies of Capitol PFG filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either Capitol Public Finance Group, LLC or for our CIK number which is 0001614042. There have been no material changes to the legal or disciplinary events that Capitol PFG has disclosed to the SEC.

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:
Williams Uniform Quarterly Complaint Report

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 2, 2016

ROLL CALL REQUIRED:
No

BACKGROUND:

One component of the Williams Settlement Legislation requires each district to submit a quarterly report to the County Superintendent and the Governing Board on the nature and resolution of complaints addressing insufficient instructional material, teacher vacancies and misassignments, and emergency or urgent facilities issues.

RECOMMENDATION:

Administration recommends the Board of Trustees approve the results of the Williams Uniform Complaint report.

wp/rk/factform

PCOE
GOLD IN EDUCATION
Gayle Garbolino-Mojica

PLACER COUNTY OFFICE OF EDUCATION
Gayle Garbolino-Mojica, County Superintendent of Schools
360 Nevada Street
Auburn, CA 95603

Quarterly Report on Williams Uniform Complaints
[Education Code § 35186(d)(e)]

District: Western Placer Unified School

Person completing this form: Rosemary Knutson

Title: Secretary to the Superintendent

Quarterly Report Submission Date: *(Check one)*

- ☐ April — *Due: April 30th*
- ☐ July — *Due: July 31st*
- ☐ October — *Due: October 31st*
- ☑ January — *Due: January 31st*

Date quarterly report was or will be reported publicly at a regularly scheduled board meeting: 2/2/16

☑ No complaints were filed with any school in the district or with a district official during the quarter indicated above.

☐ Complaints were filed with a school(s) in the district or with a district official during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	-0-	-0-	-0-
Teacher Vacancy or Misassignment	-0-	-0-	-0-
Facilities Conditions	-0-	-0-	-0-
CAHSEE Intensive Instruction & Services	-0-	-0-	-0-
TOTALS	-0-	-0-	-0-

Scott Leaman
Print Name of District Superintendent

Signature of District Superintendent

1/29/16
Date

Please submit to: Suzie Arcuri, Executive Assistant to the County Superintendent of Schools
Placer County Office of Education
360 Nevada Street, Auburn, CA 95603
(530) 889-5941 / Fax: (530) 886-5841

INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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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 Developer Fee Report for the 2014-2015 Fiscal Year

AGENDA ITEM AREA:
Action

REQUESTED BY:
Michael Adell
Director of Facilities

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Restricted Facilities Fund 25

MEETING DATE:
February 2, 2016

ROLL CALL REQUIRED:
No

BACKGROUND:

Government Code Section 66006 requires any District collecting developer fees (Stirling Fees) to annually report the activity in the Capital Facilities Fund, which is commonly referred to as the Developer Fee Report.

Attached is the Developer Fee Report for Fiscal Year 2014-2015.

RECOMMENDATION:

Staff recommends the Board of Trustees approve the annual Developer Fee Report for 2014-2015.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
STATUTORY SCHOOL FACILITY FEES INCLUDING ALTERNATIVE SCHOOL FACILITY FEES REPORT FOR FISCAL YEAR 2014-15

Government Code Sections 66006 and 66001 provide that the District shall make available to the public certain information and adopt described findings relative to statutory school facility fees ("Statutory School Fees") collected pursuant to Education Code Sections 17620 et. seq. and Government Code Sections 65995 et. seq. ("Level 1 fees, "Level 2 fees," and "Level 3 fees," collectively, "Statutory School Facility Fees" and as to Level 2 and Level 3 fees, "Alternative School Facility Fees.") The foregoing for this purpose is also referred to as reportable fees ("Reportable Fees"). The described information and findings relate to Reportable Fees received, expended or to be expended in connection with school facilities ("School Facilities") to accommodate additional students from new development if funded or partially funded with Reportable Fees. The Reportable Fees do not include letters of credit, bonds, or other instruments to secure payment of Reportable Fees at a future date. The Reportable Fees have not been levied, collected or imposed for general revenue purposes.

The following is the information and proposed findings the District proposes to review and adopt in accordance with Government Code Sections 66006 and 66001.

1. ANNUAL REPORT

In accordance with Government Code Sections 66006(b)(1) and (2), the District provides the following information for fiscal year 2014-15:

A. DESCRIPTION OF THE TYPE OF REPORTABLE FEES IN THE ACCOUNTS OF THE DISTRICT:

The Reportable Fees consist of Statutory School Fees including Alternative School Facility Fees.

B. AMOUNT OF REPORTABLE FEES:

The Reportable Fee amounts for fiscal year 2014-15 were $4.38 per square foot of assessable space for residential development that is constructed within the School District. The commercial/industrial Reportable Fee amount was $0.54 per square foot of covered and enclosed space constructed within the District. These Reportable fee amounts were previously adopted on behalf of the District by the Governing Board of the District.

The Reportable Fee amounts only partially mitigate the impacts to the District caused by new residential development because the Reportable Fees do not adequately fund the school facility needs resulting from additional development within the District. The amounts of the Reportable Fees are essential to fund interim and permanent School Facilities to accommodate students from additional development within the District.

C. BEGINNING AND ENDING BALANCE OF ACCOUNTS:

Table 1

	Reportable School Facility Fees
Beginning Balance, 7/1/14	$1,444,593.01
Ending Balance, 6/30/15	$2,160,198.37

D. AMOUNT OF THE REPORTABLE FEES COLLECTED AND INTEREST EARNED:

Table 2 below shows the amount of Reportable Fees collected to accommodate students from additional development ("Project Students") and interest earned during fiscal year 2014-15.

Table 2

Source	Amount Collected
New Development	$1,750,847.08
Interest Earned	$21,116.91

E. IDENTIFICATION OF EACH PROJECT OF THE DISTRICT ON WHICH REPORTABLE FEES WERE EXPENDED AND THE AMOUNT OF THE EXPENDITURES ON EACH PROJECT OF THE DISTRICT, INCLUDING THE TOTAL PERCENTAGE OF THE COST OF THE PROJECT OF THE DISTRICT, THAT WAS FUNDED WITH REPORTABLE FEES:

Developer fee funds have been designated through the District budget to fund debt service related to the addition of School Facilities to the District. These additional facilities provide increased capacity that serves the growing student population of the District. Table 3 identifies the amount of Reportable Fees expended for School Facilities in Fiscal year 2014-15, as well as the percentage of each improvement funded by Reportable Fees.

Table 3

Project	Amount Expended and Percentage of the Project Funded by Reportable Fees
Salaries, Benefits, Supplies	$229,914.31 21.8%
Debt Services, C.O.P. Payments & Other Transfers	$600,000.00 56.8%
Professional/Consulting Services & Operating Expenditures	$226,444.32 21.4%

F. IDENTIFICATION OF INCOMPLETE PROJECTS:

The District will use the Reportable Fees in Fund 25 to fund next year's rents, leases, purchase, installation of student housing facilities, and Certificate of Participation payments.

G. DESCRIPTION OF INTERFUND TRANSFERS OR LOAN MADE FROM THE ACCOUNT:

Year-End interfund cash transfer in the amount of $600,000.

H. THE AMOUNT OF REFUNDS MADE OR REVENUES ALLOCATED FOR OTHER PURPOSES IF THE ADMINISTRATIVE COSTS OF REFUNDING UNEXPENDED REVENUES EXCEED THE AMOUNT TO BE REFUNDED:

No refunds of Reportable Fees were made in fiscal year 2014-15, and no refunds are required under applicable law.

In accordance with Government Code Section 66006 (b)(2), the foregoing Information including the proposed five (5) year findings set forth below will be made available to the public at least (15) days prior to consideration of the Reportable Fees Report. The Board of the District will review such annual information and proposed five-year findings at its next regular meeting occurring at least fifteen days subsequent to the availability of this Reportable Fee Report.

II. PROPOSED FIVE-YEAR FINDINGS

In accordance with Government Code Section 66001, the District provides the following information with respect to that portion of the account or sub-account(s) remaining unexpended, whether committed or uncommitted.

A. IDENTIFICATION OF THE PURPOSE TO WHICH THE REPORTABLE FEES ARE TO BE PUT:

The purpose of the Reportable Fees imposed and collected on new residential, commercial and industrial development within the District is to fund additional School Facilities required to serve the students of the District generated by this new development within the District. Specifically, the Reportable Fees will be used for the construction and/or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, as well as acquiring and installing additional portable classrooms.

B. DEMONSTRATION OF A REASONABLE RELATIONSHIP BETWEEN THE REPORTABLE FEES AND THE PURPOSES FOR WHICH THEY ARE CHARGED:

There is a roughly proportional, reasonable relationship between the new development upon which the Reportable Fees are charged and the need for additional School Facilities by reason of the fact that additional students will be generated by additional development within the District and the District does not have student capacity in the existing School Facilities to accommodate these new students. Furthermore, the Reportable Fees charged on a new development will be used to fund School Facilities which will be used to serve

the students generated from new development and the Reportable Fees do not exceed the costs of providing such School Facilities for new students.

C. IDENTIFICATION OF ALL SOURCES AND AMOUNTS OF FUNDING ANTICIPATED TO COMPLETE FINANCING OF THE SCHOOL FACILITIES IDENTIFIED BY THE DISTRICT:

Table 4

Source of Funding	Amount of Funding Anticipated to be Received to Complete Financing of School Facilities
1. State Funding Program	$ 0.00
2. State Hardship Funds	$ 0.00
3. Community Facilities Districts	$ 5,420,476.54
4. General Obligation Bond Proceeds	$ 19,640,221.66
5. Redevelopment Pass-Through Agreements	$ 94,132.81
6. Development Impact Fees: Fund 25	$ 600,000.00
7. Mitigation Payments	$ 0.00
8. Certificates of Participation	$ 0.00
9. Total Funding (Lines 1 – 8 above)	**$ 25,754,831.01**
10. Total Costs of All Projects: See Attachment	$ 28,180,929.26
11. Minus Total of All Funding Sources (Enter from Line 9 above.)	$ 25,754,831.01
12. Unfunded Balance (Line 10, minus Line 11)	$ 2,426,098.25

Note: Further information regarding each Project is set forth in Schedule "A", which is incorporated herein.

D. DESIGNATION OF THE APPROXIMATE DATE ON WHICH THE FUNDING REFERRED TO IN PARAGRAPH "C" ABOVE IS EXPECTED TO BE DEPOSITED IN THE APPROPRIATE ACCOUNT:

Sources	Approximate Date Expected to be Deposited
State Funding Program	N/A
State Hardship Funds	N/A
Community Facilities Districts	Applied Annually to CFD Bond and COP Payments
General Obligation Bond Proceeds	Immediately Upon Receipt
Redevelopment Pass-Through Agreements	Applied Annually to COP Payment
School Facility Fees	Immediately Upon Receipt
Mitigation Payments	N/A
Certificates of Participation	N/A

SCHEDULE "A"

WESTERN PLACER UNIFIED SCHOOL DISTRICT
ITEMIZED PROJECT FUNDING FROM SOURCES IDENTIFIED IN II (C)
ANTICIPATED COSTS/FEES FOR NEXT FISCAL YEAR (2015-16)

(Column A) Project Name	(Column B) Anticipated Amount of Funding From School Facilities Fees	(Column C) Percentage of Total Project Cost
1. CONTRACT SERVICES Rent and Lease of Relocatable Buildings	$ 50,000.00	0.3%
2. CAPITAL OUTLAYS Facilities Planning	$19,940,000.00	71%
3. DEBT SERVICE Payments for COPS	$7,066,158.00	25%
4. SALARIES/BENEFITS/SUPPLIES for Clerical Long-Range Planning Staff	$ 180,000.00	.7%
5. DEBT SERVICE Payments for CFD Bonds	$ 944,771.26	3%
6.	$	%
7.	$	%
8.	$	%
9.	$	%
10. Total of Lines 1 – 9 Above	$ 28,180,929.26	100%

A-1

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:
Approve Resolution #15/16.14 – Amending the Joint Powers Agreement Forming the Schools Risk and Insurance Management Authority

AGENDA ITEM AREA:
Action

REQUESTED BY:
Audrey Kilpatrick, Asst. Supt. - Business & Operations

ENCLOSURES:
Yes

DEPARTMENT:
Business

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 2, 2016

ROLL CALL REQUIRED:
Yes

BACKGROUND:

On October 26, 1978, the Western Placer Unified School District approved entering into an agreement that provided for the creation of the School Risk and Insurance Management Group (SRIMG) for the purpose of jointly funding certain liabilities incurred by the school districts and providing risk management services to reduce losses. SRIMG has provided Western Placer Unified School District coverage of liabilities at a stable and overall competitive pricing. The District wishes to continue its participation in SRIMG for the continuation of coverage for liabilities as defined in the coverage documents and risk management services from SRIMG included in this item.

As the SRIMP agreement has essentially retained its original form as originally drafted in 1978, laws have changed and the operations of the Authority have developed. The current agreement is no longer compliant with the Government Code regarding the Joint Powers Authority (JPA) structure.

Resolution 15/16.14 provides authority for the Superintendent to sign the amended agreement that shall enable the district to continue to participate in the joint self-insurance and risk management programs by the JPA.

RECOMMENDATION:

Staff recommends the Board of Trustees adopted Resolution #15/16. 14 provides authority for the Superintendent to sign the amended agreement that shall enable the district to continue to participate in the School Risk and Insurance Management Group JPA.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 15/16.14

RESOLUTION OF THE WESTERN PLACER UNIFIED SCHOOL DISTRICT AMENDING THE JOINT POWERS AGREEMENT FORMING THE SCHOOLS RISK AND INSURANCE MANAGEMENT AUTHORITY

WHEREAS, on October 26, 1978, the Western Placer Unified School District approved entering into an agreement that provided for the creation of the School Risk and Insurance Management Group (SRIMG) for the purpose of jointly funding certain liabilities incurred by the parties to the Agreement and providing risk management services to reduce such losses,

WHEREAS, SRIMG has provided Western Placer Unified School District such coverage of such liabilities at a stable and overall competitive pricing,

WHEREAS, the Board finds it in the best interest of Western Placer Unified School District to continue its participation in SRIMG for the continuation of coverage for liabilities as defined in the coverage documents and risk management services from SRIMG,

WHEREAS, while the Agreement has essentially retained its original form as originally drafted in 1978, laws have changed, the operations of the Authority have developed,

WHEREAS, the Board recognizes these changes and the need to amend the joint powers agreement to enable SRIMG to benefit from, and conform to, the changes in the laws, to adapt to changes in the environment that SRIMG operates, and to benefit from developments in the managerial and operational techniques of a joint powers authority for the purpose of jointly funding the tort liability and other losses facing the parties to the agreement in the future.

NOW, THEREFORE, BE IT RESOLVED that the Western Placer Unified School District accepts the changes to the Agreement as presented and

BE IT FURTHER RESOLVED that the Board authorizes the Superintendent to sign the amended agreement that shall enable the Western Placer Unified School District to continue to enjoy the joint self-insurance and risk management programs provided by the Authority.

PASSED AND ADOPTED by the Board of Trustees of the Western Placer Unified School District this 2nd day of February, 2016, by the following vote:

AYES:
NOES:
:
ABSENT:

By_____
President, Board of Trustees

ATTEST:

_____
Clerk, Board of Trustees

A JOINT POWERS AGREEMENT

FORMING THE

SCHOOLS RISK AND INSURANCE

MANAGEMENT GROUP

The undersigned Public Education Agencies entered into this Agreement for the purpose of establishing, operating, and maintaining a self-insurance program for Workers' Compensation and other self-insurance and risk management programs.

Recitals

WHEREAS, this Agreement is entered into pursuant to the provisions of the Joint Exercise of Powers Act, commencing at section 6500 of the California Government Code, and California Education Code section 17567, which authorize public agencies and school districts to jointly insure or self-insure their liabilities and to perform other related services through a joint powers agreement;

WHEREAS, California Government Code sections 990.4, 990.6 and 990.8 enable a public entity to self-insure or purchase insurance jointly with other entities under a joint powers agreement;

WHEREAS, California Labor Code section 3700 enables public entities to self-insure their workers' compensation liabilities with approval by the California Department of Industrial Relations; and

WHEREAS, it is to the mutual benefit of the parties herein, and in the best public interest of said parties to join together to establish this Joint Powers Agreement to accomplish the purposes hereinafter set forth.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC EDUCATION AGENCIES, EACH OF THE PARTIES HERETO DOES HEREBY AGREE AS FOLLOWS:

ARTICLE I -CREATION OF THE SCHOOL RISK AND INSURANCE MANAGEMENT GROUP (SRIMG)

Pursuant to the California Government Code section 6503.5, there is hereby created a public entity separate and apart from the parties hereto, to be known as the "School Risk and Insurance Management Group," hereinafter designated as "**SIG**", "**SRIMG**" or "the **Group**." The debts, liabilities, or obligations of the **Group** do not constitute debts, liabilities, or obligations of any party to this **Agreement**.

SRIMG shall have the powers common to **Public Education Agencies** for the accomplishment of the purposes of this **Agreement**, and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following: to make and enter into contracts; to incur debts, liabilities, or obligations to any party to this **Agreement**; to acquire, hold or dispose of property; to receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations and any governmental entity; and to sue and to be sued in its own name. Said powers shall be exercised in the manner provided in the law, and except as expressly set forth herein, shall be subject only to such restrictions upon the manner of exercising such powers as are imposed upon Placer County Office of Education.

ARTICLE II - PURPOSES

The purposes of this **Agreement** shall be to provide the parties with the capabilities of self-insurance, pooling, and joint purchase of insurance programs, and the establishment and maintenance of funds to pay for desired insurance coverage or self-insured claims. Such program shall include, but will not be limited to administrative services, such as claims adjusting, administration, safety engineering, and other risk management services.

ARTICLE III - DEFINITIONS

The following terms shall have the meaning as herein stated, except where the context requires otherwise:

a. **Agreement** shall mean this Joint Powers Agreement forming the School Risk and Insurance Management Group.
b. **Bylaws** shall mean the Bylaws adopted, or as amended, by the **Joint Powers Board.**
c. **Group, SRIMG,** or **SIG** shall mean the Schools Risk and Insurance Management Group, a joint powers authority created by this **Agreement.**
d. **Joint Powers Board** shall be the governing board of the **Group** as described in Article VIII.
e. **Member** shall mean an entity that signed this **Agreement** at the inception of the **Agreement** or thereafter.
f. **Non-voting Member** is an entity that signed this **Agreement** whose governing body consists exclusively of representative from other **Members.**
g. **Program** shall mean a self-funded, group purchase, or combination self-funded and group purchase, coverage, including ancillary services to enhance such programs, provided to the **Members** of the **Group.**
h. **Public Education Agency** shall mean a school district, county superintendent of schools, regional occupation program, community college, school joint powers authority, or a public or non-profit entity composed entirely of **Members** or formed exclusively to serve a **Member** or **Members.**

i. **Representative** shall mean the representative or alternate appointed by the **Member** in accordance with Article VIII, below.

j. **Voting Member** shall mean a **Member** that has been approved by the **Joint Powers Board** and is entitled to vote. Exhibit A, which is attached to this **Agreement** and incorporated herein, lists the **Voting Members.** Exhibit A will be amended without further approval upon a change in **Voting Members.**

ARTICLE IV - MEMBERS

A. ELIGIBILITY

Each initial party to this **Agreement** must be a **Public Education Agency** and shall become a **Member** on the effective date of this **Agreement.** The **Members** are entitled to the rights and privileges, and are subject to the obligations of membership, all as are provided in this **Agreement. A Public Education Agency** desiring membership after initial operation has begun shall apply under the provisions of the **Bylaws.** All parties shall be bound by this **Agreement,** the **Bylaws,** the **Program** policies, and the other governing documents of **SRIMG.**

B. MEMBERS' OBLIGATIONS

Each **Member** shall cooperate fully with **SRIMG** in investigating, defending and settling claims for which **SRIMG** provides coverage; shall pay cash contributions, assessments and other charges promptly; and shall comply with the terms of this **Agreement,** the **Bylaws,** the **Program** policies and procedures in which the **Member** participates, and such other policies and procedures adopted by **SRIMG.**

Each **Voting Member** shall appoint a Representative and an alternate to the **Joint Powers Board.**

ARTICLE V - WITHDRAWAL AND EXPULSION

A. WITHDRAWAL

No **Member** may terminate its membership as a party to this **Agreement** for three (3) years after becoming a party. After the expiration of said three (3) year period, a **Member** may terminate its participation in this **Agreement** by giving written notice to the **Joint Powers Board.** The terminating **Member** must provide written notice to the **Joint Powers Board** by March 31st, and the termination shall be effective as of the end of the fiscal year that said written notice is received. A copy of official Governing Board action terminating its membership as a party to this **Agreement,** as adopted by the terminating **Member's** governing board, shall constitute "written notice". A withdrawing **Member** shall have no right to the contributions made to **SRIMG,** except as provided in the **Bylaws** or other governing documents.

B. EXPULSION

SRIMG may expel a **Member**, with or without cause, by a two-thirds affirmative vote of those **Representatives** voting at a regular or special meeting of the **Joint Powers Board.** Such expulsion shall not be effective for at least ninety (90) days after the vote of the **Joint Powers Board.**

C. EFFECTS OF WITHDRAWAL OR EXPULSION

In accordance with California Government Code section 6512.2, the expulsion or withdrawal of a **Member** shall not be construed as the completion of the purpose of this **Agreement** and shall not require the repayment or return to the **Member** of all or any part of the contributions, payments or advances made by the **Member**. A **Member** who withdraws or is expelled shall remain liable for any obligations arising out of the period during which the **Member** participated in **SRIMG.**

ARTICLE VI DISSOLUTION

SRIMG may be dissolved with the approval of two-thirds of the **Voting Members** as reflected in a resolution adopted by the **Voting Members'** governing boards. Upon such approval, **SRIMG** shall continue to be responsible for all existing assets and liabilities. No assets may be divided or returned until all outstanding obligations of **SRIMG** have been resolved or a paid-up contract has been enacted that removes **SRIMG** from any further obligation. Said paid-up contract may impose responsibility for any outstanding claims on the **Members.** Disposition of assets will be made in proportion to the contributions of the current **Members.** Upon disposition of the assets, **SRIMG** shall be terminated and dissolved.

ARTICLE VII BYLAWS

SRIMG shall be governed by **Bylaws** adopted by the **Joint Powers Board.** The **Bylaws** may be amended and restated, and shall not be inconsistent with this **Agreement.**

ARTICLE VIII JOINT POWERS BOARD

A. COMPOSITION

SRIMG shall be governed by a **Joint Powers Board** consisting of a Representative from each **Voting Member.** Each **Voting Member** shall also appoint one alternate. The alternate appointed by a **Voting Member** shall have the authority to attend, participate in, and vote at any meeting of the **Joint Powers Board** when the Representative for whom he/she is an alternate is absent from said meeting. The Representative or alternate shall be appointed in writing by the **Member** and shall be a member of the **Voting Member's** management staff.

For purposes of transacting business at a meeting of the **Joint Powers Board**, a "quorum" is a majority of the **Representatives** or alternates who are present at the meeting. If a "quorum" is present, the affirmative vote of a majority of the **Representatives** or alternates at the meeting

and voting on any matter, shall be deemed the act of the **Voting Members** unless the vote of a greater number is required.

B. POWERS OF THE JOINT POWERS BOARD

The **Joint Powers Board** shall be empowered to govern the operations of **SRIMG**, and shall have such powers as are not reserved to the **Members**. The **Joint Powers Board** shall have the power to delegate any and all powers not specifically reserved to itself, to an Executive Committee, Executive Director, or other agent of **SRIMG**.

The powers retained by the **Joint Powers Board** shall include the following:

a. Approve a new **Member** with a two-thirds affirmative vote of the **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board;**

b. Expel a **Member** with a two-thirds affirmative vote of the **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board;**

c. Create or dissolve a **Program** with a two-thirds affirmative vote of the **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board;**

d. Amend the **Bylaws;**

e. Adopt the annual budget of the **Group;**

f. Adopt an investment policy;

g. Elect the members of the **Executive Committee;**

h. Elect the officers of the **Group;** and

i. Declare assessments and dividends.

Subsections d through i above are actions requiring only a majority vote of those **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board.**

Amendments to documents specific to a particular coverage program shall be amended at a regular or special meeting of the **Joint Powers Board**, by a majority vote of the **Representatives** or alternates of those **Voting Members** that participate in the program. However, the **Joint Powers Board**, as a whole, shall have the authority to approve budgets, including contributions, dividends, or assessments for any program.

ARTICLE IX INDEMNIFICATION

Pursuant to California Government Code section 6512.2, this Agreement is not subject to California Government Code section 895.2 and the **Members** are not jointly and severally liable for any liability imposed upon any **Member** or the **Group** caused by a wrongful act occurring in the performance of this **Agreement.**

The **Members** of the **Joint Powers Board**, any committee of the **Group**, or an employee of the **Group** shall be indemnified, and the **Group** agrees to hold such **Members** and employees harmless from all claims, expenses, demands, penalties, fines, forfeitures, judgments, settlements, attorney fees, and any other amounts actually and reasonably incurred by reason of, or as a result of, their official participation and action in pursuance of the execution or administration of the **Group** or this **Agreement**.

ARTICLE X STRICT ACCOUNTABILITY OF FUNDS

SRIMG shall have strict accountability of all funds and reports of all receipts and disbursements relating to the **Programs**, and **SRIMG** shall comply with provisions of California Government Code section 6505. Although the funds of **SRIMG** shall be held in common there shall be an accounting by Program. The Treasurer or other designee shall cause a financial audit to be performed annually.

The Treasurer or other designee shall receive, invest and disburse funds only in accordance with the procedures established by the **Joint Powers Board** and in conformity with applicable law. The Treasurer shall invest funds in compliance with State law and the investment policy adopted by the **Joint Powers Board**.

ARTICLE XI FISCAL YEAR

The fiscal year of **SRIMG** shall commence on July 1 of each year and end on June 30 of the succeeding year.

ARTICLE XII ANNUAL BUDGET

The **Joint Powers Board** shall adopt an annual budget prior to the inception of the fiscal year for which the budget applies.

ARTICLE XIII NOTICES

Notices to **Members** under this **Agreement** shall be sufficient if mailed by USPS First-Class Mail, to their respective addresses on file with **SRIMG**. Notice to **SRIMG** shall be sufficient, if mailed by USPS First-Class Mail, to the address of **SRIMG** as contained in the **Bylaws**.

ARTICLE XIV PROHIBITION AGAINST ASSIGNMENT

No **Member** may assign any right, claim or interest it may have under this **Agreement**, and no creditor, assignee or third party beneficiary of any **Member** shall have any right, claim, or title to any part, share, interest, or asset of **SRIMG**.

ARTICLE XV AMENDMENTS

Proposed amendments to this **Agreement** shall be given to the **Joint Powers Board** at least thirty (30) days prior to a regular or special meeting. Only after discussion and approval by the **Joint Powers Board,** at a duly noticed meeting, shall an amendment be submitted to the governing boards of the **Members** for approval. The approval of a majority of the **Members**, as reflected in a resolution adopted by the governing board of the Members, is required to amend this Agreement. The amendment is effective upon the approval of a majority of the **Members'** governing boards or on such date stated in the proposed amendment, whichever is later. Each **Member** shall file with **SRIMG** a copy of the resolution adopted by its governing board, approving such amendment.

ARTICLE XVI SEVERABILITY

Should any portion, term, or provision of this **Agreement** be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

ARTICLE XVII AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE VIII EXECUTION IN COUNTERPARTS

This **Agreement** may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but together shall constitute one and the same.

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement as of the _____day of _____, _____.

Member: _____

By: _____

Title: _____

Date: _____

Exhibit A

VOTING MEMBERS OF

SCHOOLS INSURANCE AND RISK MANAGEMENT AUTHORITY

The following **Members** are **Voting Members** of Schools Insurance and Risk Management Authority:

Ackerman Elementary School District
Alta-Dutch Flat Union Elementary School District
Auburn Union School District
Black Oak Mine Unified School District
Chicago Park School District
Clear Creek Elementary School District
Colfax Elementary School District
Dry Creek Joint Elementary School District
Eureka Union School District
Folsom-Cordova Unified School District
Foresthill Union School District
Grass Valley School District
Lake Tahoe Unified School District
Loomis Union School District
Marysville Joint Unified School District
Nevada City School District
Nevada County Office of Education
Nevada Joint Union High School District
Newcastle Elementary School District
Penn Valley Union Elementary School District
Placer County Office of Education
Placer Hills Union School District
Placer Union High School District
Pleasant Ridge Union School District
Rocklin Unified School District
Roseville City School District
Roseville Joint Union High School District
Tahoe Truckee Unified School District
Twin Ridges Elementary School District
Union Hill School District
Western Placer Unified School District

A change in **Voting Members** shall be reflected in an amendment to this Exhibit and further authority is not required.

Acknowledgement of Non-Voting Member

The undersigned **Public Education Agency** acknowledges that:

1. It is a **Non-voting Member** and, as such, it does not have a vote on the **Joint Powers Board** and shall not appoint a **Representative** or an alternate to the **Board.** .
2. It has all the obligations of a **Member**, including (but not limited to) those obligations in Article IV, paragraph B, Article V and Article VI.
3. It shall appoint a member of its staff with whom the **Joint Powers Board** shall forward notices and other correspondence and from whom the **Joint Powers Board** will accept notices and other correspondence sent on behalf of the Public Education Agency.

Member: _____

By: _____

Title: _____

Date: _____

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

SUBJECT:
Joint Use Agreement Between the City of Lincoln and Western Placer Unified School District

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 2, 2016

ROLL CALL REQUIRED:
No

BACKGROUND:

The Western Placer Unified School District (WPUSD) and the City of Lincoln (COL) have numerous, separate joint use agreements dating from 2003 and there is little language consistency across the documents. In order to streamline the use of facilities by both parties, a committee drafted a unifying agreement across multiple sites. Maps will be included in the agreement to clearly indicate the areas in joint use.

The attached agreement was approved by the City Council of Lincoln and is ready to be discussed and brought before the board for action.

RECOMMENDATION:

Administration recommends approval of the item.

Joint Use Agreement

This Joint Use Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between Western Placer Unified School District, a public school district organized and existing under the laws of the State of California ("District") and the City of Lincoln, a municipal corporation existing under the law of the State of California ("City") The District and City are together referred to in this Agreement as the "Parties"

RECITALS

WHEREAS, the Parties entered into the following agreements (collectively these agreements are referred to hereafter as the "Prior Agreements")

Master Agreement for Joint Use of City of Lincoln and Western Placer Unified School District Property dated May 9, 2003,

Joint Use Agreement between the Western Placer Unified School District and the City of Lincoln dated May 9, 2003 (Twelve Bridges Elementary)

Joint Use Agreement between the Western Placer Unified School District and the City of Lincoln dated June 23, 2003 (Twelve Bridges Elementary)

Joint Use Agreement between Western Placer Unified School District and the City of Lincoln dated August 21, 2003 (Foskett Ranch Multipurpose Room)

Agreement regarding the Joint Use of the Twelve Bridges Elementary School Site and City Park Site dated January 13, 2004

Agreement Regarding the Joint Use of the Twelve Bridges Middle School Site and City Park Site dated August 9, 2005

Agreement Regarding the Joint Use of the Foskett Ranch Elementary School Site and City Park Site dated June 27, 2006

Agreement Regarding the Joint Use of the Lincoln Community Center dated August 8, 2006

Agreement Regarding the Joint Use of the Lincoln High School Tennis Courts and Softball Field Site dated August 22, 2006

WHEREAS, the Parties wish to establish one comprehensive agreement that addresses the Parties use of each other's facilities identified in this Agreement

WHEREAS, California Education Code Sections 10900, *et seq* , empower District and City to cooperate with each other and enter into agreements for the purposes of

organizing, promoting, and conducting programs for community recreation, establishing a system of playgrounds and recreation, and acquiring, constructing, improving, maintaining, and operating recreational centers

WHEREAS, Education Code section 17077 40 further authorized the District to enter into joint use agreements with community organization for the purposes of constructing libraries, multipurpose rooms and gymnasium on school campuses where these facilities are used jointly for both school and community purposes, and provide State funding for such properties and the District has utilized such resources in the past in relation to the Prior Agreements and certain facilities that are the subject of this Agreement

WHEREAS, the Parties have determined that the terms of the Prior Agreements have either been fulfilled or have become inconsistent with the Parties' desired intentions for use of the facilities in the future and the Parties desire to modify the terms of such Prior Agreements

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows

1 Facilities This Agreement sets forth the terms of use by the City and District of certain facilities owned by the other Party The term "Facility" refers only to a facility identified in this section The term "Facilities" refers to two or more of the facilities identified in this section Any offices, buildings, playfields or other property owned by either Party not expressly identified in this section ("Other Property") shall not be considered Facilities subject to the terms of this Agreement Use of Other Property shall be subject to separate agreement between the Parties

(a) City Facilities The City Facilities are

i Wilson Park adjacent to Twelve Bridges Middle School (Exhibit A)
ii Soccer Fields #1, #2, and one-half of #3 adjacent to Foskett Ranch Elementary School (Exhibit B)
iii Twelve Bridges Park adjacent to Twelve Bridges Elementary School (Exhibit C)
iv Pete Singer Park adjacent to Lincoln Crossing Elementary School (Exhibit D)
v Community Center located at 2010 First Street (Exhibit E)
vi The Pool located at McBean Park (Exhibit F)

(b) District Facilities The District Facilities are

i Twelve Bridges Middle School Multipurpose Room, Gymnasium, Field, Track, and Parking Lot (Exhibit A)

ii Soccer Field #4 and one-half of Soccer Field #3 adjacent to Foskett Ranch Elementary School (Exhibit B)
ii Twelve Bridges Multipurpose Room and Hard Courts (Exhibit C)
iii Lincoln Crossing Multipupose Room and Hard Courts (Exhibit D)
iv Foskett Ranch Elementary School Multipurpose Gymnasium and Soccer Fields (Exhibit J)
v Lincoln High School Tennis Courts and Softball Fields (Exhibit G)

2 Superseding All Prior Agreements This Agreement sets forth the entire understanding of the Parties relating to the Facilities, and supersedes all prior understandings relating to them, whether written or oral including but not limited to the Prior Agreements The Prior Agreements are hereby deemed terminated and shall have no further effect There are no obligations, commitments, representations, or warranties relating to the Facilities except those expressly set forth in this Agreement

3 Priority of Use

a To facilitate scheduling of the Facilities in a manner consistent with this section and to address other issues that may arise, the Parties shall meet during the months of September, February, and May of each year ("Coordination Meeting")

b City Facilities

1) The City shall have exclusive use of all City Facilities over all other requests including the District
2) The District shall have priority use of City Facilities over all other parties except when a City Facility is needed by the City, as determined by the City Priority non-exclusive use is granted to the District for City Facilities located next to schools while schools are in session
3) The District will be subject to making a request for facilities in a manner consistent with the process established by the City
4) The McBean Pool (Exhibit F) is excluded from Section #3 of the agreement, however, any use by the District use may be included in the hours stated in Section #4 in lieu of payment to the City

c District Facilities

1) The District shall have exclusive use of District Facilities over all other requests including the City
2) The City shall have priority use over all other requests for District Facilities, except when a District Facility is needed by the District, as determined by the District
3) The City will be subject to making a request for facilities in a manner consistent with the process established by the District

4) The field and track at Twelve Bridges Middle School (Exhibit A) are excluded from Section #3 of the agreement, however, any use by the City may be included in the hours stated in Section #4 in lieu of payment to the District

4 Time Allotment Each Party shall be entitled to use the other Party's Facilities for one-thousand five-hundred (1,500) hours per year This block of time may not be exceeded except by mutual written agreement preferably established at a Coordination Meeting

5 Third Party Users All programs, including, without limitation, City or District programs involving persons or entities not parties to this Agreement, and operated at a Facility by the non-owner of the Facility, with the owner's consent, shall be operated under the direct supervision and control of the non-owner Party Except as allowed herein, the non-owner Party shall not permit any third party user to operate a program or otherwise use the Facilities as part of the non-owner Party's use under this Agreement Any third party use of the Facilities shall be coordinated through the owner of the Facility, and will only be allowed with the express written consent of the City Manager (or designee) for City Facilities and the District Superintendent (or designee) for District Facilities To the extent that the City contracts with a third party provider that is not an employee of the City to conduct a recreational program for the City at the District's Facilities, the City must comply with all security procedures set forth in Section 9 below and the third party provider shall comply with all insurance requirements set forth in Section 13 below To the extent that the District contracts with a third party provider that is not an employee of the District to conduct a recreational program for the District at the City's Facilities, the District must comply with all security procedures set forth in Section 9 below and the third party provider shall comply with all insurance requirements set forth in Section 13 below It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement shall be reserved to the City and the District Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third party It is the express intent of the City and the District that any such person or entity, other than the City or District, receiving benefits or services under this Agreement shall be deemed as incidental beneficiaries who shall not have standing to enforce any term or condition of this Agreement

6 Alcoholic Beverages and Smoking The use and/or possession of tobacco, alcohol, and/or controlled substances are prohibited on District Property at all times Smoking is prohibited on City Facilities during Regular School Hours and shall only be permitted on City Facilities consistent with City policy during non-School Hours

7 Custodial Each party shall return the facility to substantially its original condition after use If restrooms are open during use, the party using the facility shall provide custodial services unless another arrangement is mutually agreed upon The District will provide cleaning supplies for use in its Facilities

8 Utilities and Maintenance Except as set forth herein, each party shall pay for all utilities and maintenance of its own Facilities However, if use of the Facilities by the other Party causes extraordinary utility usage or wear on the Facilities, the Party causing such extraordinary impacts shall pay for the costs associated with their activity, as reasonably documented and substantiated by the other Party

9 Security All Facilities shall be maintained in a secure manner by the using Party An employee of the using Party shall be responsible for opening and locking the Facility, and setting any alarms (as applicable) after each use No using Party shall duplicate keys to any Facility or provide copies of keys to any third parties or other users that are not employees of the Parties If the City contracts with a third party to provide a recreational program for the City at the District's Facilities. a City employee shall provide direct supervision of the use of the Facility or the City shall pay the direct cost to the District for the District's custodial staff to open and lock the Facility

10 Damage to Property City shall be responsible for the cost of repair and/or replacement of any District property or Facilities that is lost, damaged, or stolen during and/or as the result of City's use of District Facilities, normal wear and tear excepted The City shall promptly notify District upon City's actual knowledge of any loss or damage to the District Facilities of which the City becomes aware during and/or in conjunction with City's use of same

District shall be responsible for the cost of repair and/or replacement of any City property or Facilities that is lost, damaged, or stolen during and/or as the result of District's use of City Facilities, normal wear and tear excepted The District shall promptly notify City upon District's actual knowledge of any loss or damage to the City Facilities of which the District becomes aware during and/or in conjunction with District's use of same

11 Lincoln High School Tennis Courts Use

a Subject to the remaining terms of this Agreement, including, without limitation, subsection (b), below, the Lincoln High School Tennis Courts and Softball Fields (Exhibit G) are temporarily included in this Agreement During the time the Tennis Courts are included as part of this Agreement, the Tennis Courts shall remain open to the public and unlocked at all times except during regular school hours Unless otherwise directed by both the City Manager and the School Superintendent, the Tennis Courts may be locked at sundown each day The District and City will equally share the costs cited in sections 8, 9 and 10 of this Agreement for the Tennis Courts' use, including normal wear and tear, during this time that the Tennis Courts are included in this Agreement Either Party may terminate the Tennis Courts and Softball Fields use as set forth in this subsection (a) with thirty (30) days' written notice to the other Party,

b The District and City agree to exclude the Lincoln High School Tennis Courts and Softball Fields (Exhibit G) from this Agreement on May 1, 2017 or on the date the Notice of Completion for the Chief Jimenez Park is adopted by the City of Lincoln City council, whichever comes first, unless the use is earlier terminated as set forth in subsection (a), above Upon removal of the Tennis Courts and Softball Fields from this Agreement, the District shall pay the City the sum of three-hundred fifty-one thousand ($351,000) dollars

12 Indemnity To the fullest extent permitted by law, City shall indemnify, defend and hold harmless District and each of District's officers, directors, officials, employees, and authorized volunteers and agents from and against any and all Claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (Collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, sustained by any person or to any person or to any property in, on, or about the Facilities resulting in injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, including but not limited to the Facilities, arising out of, pertaining to, or resulting from the acts or omissions of City, its officers, directors, officials, employees, authorized volunteers and agents, contractors, invitees, or guests

To the fullest extent permitted by law, District shall indemnify, defend and hold harmless City and each of City's officers, directors, officials, employees, and authorized volunteers and agents from and against any and all Claims, including cost of defense, settlement, arbitration, and reasonable attorneys' fees, sustained by any person or to any person or to any property in, on, or about the Facilities resulting in injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, including but not limited to the Facilities, arising out of, pertaining to, or resulting from the acts or omissions of District, its officers, directors, officials, employees, authorized volunteers and agents, contractors, invitees, or guests

It is the intention of the Parties that the provisions of this Indemnity be interpreted to impose on each Party responsibility to the other for the acts and omissions of their officers, directors, officials, employees, authorized volunteers and agents, contractors, invitees or guests It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any Claims attributable to the fault of that party, its officers, directors, officials, employees, authorized volunteers and agents, contractors, invitees, or guests

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party

The provisions of this Indemnity shall survive the expiration or termination of the Agreement

13 Insurance Each party, at its sole cost and expense, shall carry commercial policies of insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for comprehensive general liability, which will insure District or City, as applicable, against liability for injury or death of persons and damage to the Facilities, as applicable Each policy shall be for not less than $1,000,000 per occurrence for any one person injured or killed, and not less than $1,000,000 for property damage, and shall be maintained on an occurrence basis Each party agrees to provide the other proof of such coverages naming the other party as 'additional insured where appropriate and shall also provide thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement The City shall require any non-employee provider of services for recreational programs operated at District Facilities to obtain insurance consistent with these requirements and name the District as an additional insured on such policies The District shall require any non-employee provider of services for recreational programs operated at City Facilities to obtain insurance consistent with these requirements and name the City as an additional insured on such policies

14 Term This Agreement shall be in effect for a term of twenty (20) years from the Effective Date of this Agreement

15 Termination Either party may terminate this Agreement upon 90 days written notice to the other party for the material breach of Agreement by the other Party Within thirty (30) days of such notice, parties will meet to discuss the impacts of such cessation of use on the terms of this Agreement

16 Compliance with Law, Limitations Upon Use Each party agrees to comply with all federal, state and local laws, statutes, codes, ordinances, rules, regulations, policies and requirements (collectively, "Law) regarding their respective use of County Property or District Property under this Agreement The parties further agree that they shall not cause Facilities to be used, occupied, or improved under this Agreement in any manner or for any purpose that is in any way in violation of any Law If any license, permit, or other governmental authorization is required for either party s lawful use of the Facilities, such affected party shall procure and maintain same to the extent required by Law Each party shall be solely and completely responsible for the safety of all persons and property associated with their respective use of the Facilities, and all materials, equipment, and supplies provided by such party during said use shall fully conform to all applicable Law

17 Fingerprinting To the extent that District determines it necessary that any employee, officer, agent, or Invitee of City shall be required to submit fingerprints of any applicable employees, officers, agents, or Invitee of the Department of Justice in

accordance with Education Code Sections 45125 1, City agrees to make said individuals available for fingerprinting and to reasonably cooperate with the DOJ screening process City further agrees that any persons who are not allowed by law to come into contact with District students as a result of said fingerprinting and screening shall be prohibited from accessing the District Facilities during Regular School Hours and during District events

18 Disputes If a dispute arises relating to the interpretation of, enforcement of, or compliance with the terms of this Agreement, the Parties shall first attempt to resolve such dispute through informal discussions or other alternative means Any Party may convene such discussions by written notice, and shall reasonably accommodate the other Party with respect to scheduling any such discussion If the dispute is not resolved in this manner within thirty (30) days of such written notice, it shall be referred to mediation upon the request of either Party for a period not to exceed an additional thirty (30) days This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review However, compliance with this process does not waive any Party's obligation to comply with, or right to assert as a defense, any applicable statutes of limitation The Parties may agree in writing to toll any applicable statutes of limitation for such period as may reasonably be necessary to complete the dispute resolution process outlined in this section

19 Successors and Assignees All terms and conditions of this Agreement shall be binding upon all successors-in-interest, only to the extent that a different school district or municipality is the successor-in-interest If either party sells any or all of the Facilities subject to this Agreement, the terms of this Agreement shall remain in full force and effect as to the other Facilities, but the availability of use of the Facility being sold or leased shall not run with the land and notwithstanding Section 12, this Agreement shall automatically terminate as to that Facility upon sale or lease of the Facility to a third party

20 Headings The headings of this Agreement are for convenience purposes only and shall not limit or define the meaning of the provisions of this Agreement

21 Governing Law and Venue This Agreement shall be construed in accordance with, and governed by, the laws of the State of California applicable to contracts to be performed wholly within this State Any dispute arising from the terms and conditions of this Agreement shall be heard by a court of competent jurisdiction located within Placer County

23 Construction The singular includes the plural, shall ' is mandatory, and may is permissive The Parties acknowledge and agree the each of the Parties and each of the Parties' attorneys have participated fully in the negotiation and drafting of this Agreement In cases of uncertainty as to the meaning, intent or interpretation of any provision of this Agreement, the Agreement shall be construed without regard to which of the Parties caused, or may have caused, the uncertainty to exist No presumption shall arise from the fact that particular provisions were or may have been drafted by a specific Party, and prior versions or drafts of this Agreement may be used to interpret the meaning or intent of this Agreement or any provision thereof

24 Notices Any notice to be given hereunder to either Party shall be in writing and shall be given either by personal delivery (including express or courier service), by receipt-confirmed facsimile, or by registered or certified mail, with return receipt requested and postage prepaid (excluding electronic messaging) and addressed as follows

To District

Western Placer Unified School District
ATTN SUPERINTENDENT
600 Sixth Street, Suite 600
Lincoln, CA 95648
Fax 916-645-6582

With a copy to Legal Counsel
Megan E Macy
LOZANO SMITH
1 Capitol Mall, Suite 640
Sacramento, CA 95814

To Owner

City of Lincoln
ATTN CITY MANAGER
600 Sixth Street
Lincoln, CA 95648
(916) 645-8903

With a copy to Legal Counsel
Jonathan Hobbs
Kronick Moskovitz, Tiedemann & Girard
400 Capitol Mall, Suite 400
Sacramento, CA 95814

25 No Further Assurances Nothing in this Agreement, whether express or implied, is intended to or shall do any of the following (a) confer any benefits, rights or remedies under or by reason of this Agreement on any persons or entities other than the express Parties to this Agreement, (b) relieve or discharge the obligation or liability of any person not an express party to this Agreement, or (c) give any person not an express party to this Agreement any right of subrogation or action against any Party to this Agreement

26 Amendments and Waivers No amendment of, supplement to, or waiver of any obligations under this Agreement shall be enforceable or admissible unless set forth in writing signed by the Party against which enforcement or admission is sought

27 Entire Agreement Consistent with Section 2, this Agreement sets forth the entire understanding of the Parties relating to the transactions it contemplates, and supersedes all prior understandings relating to them, whether written or oral There are no obligations, commitments, representations, or warranties relating to them except those expressly set forth in this Agreement

28 Severability If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties

29 Execution in Counterparts This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single document which shall be deemed an original document

30 Authority to Sign By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the Party on whose behalf he or she is signing

31 Represented by Counsel Each Party hereto acknowledges that it has been represented by legal counsel, or had the opportunity to obtain legal counsel and consciously chose not to obtain it, in the negotiation, drafting, and execution of this Agreement

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been entered into by and between the District and City as of the last date set forth below

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By _____

Name _____

Its Superintendent

Date _____, 2016

CITY OF LINCOLN

By _____

Name _____

Its City Manager

Date _____, 2016

APPROVED AS TO FORM

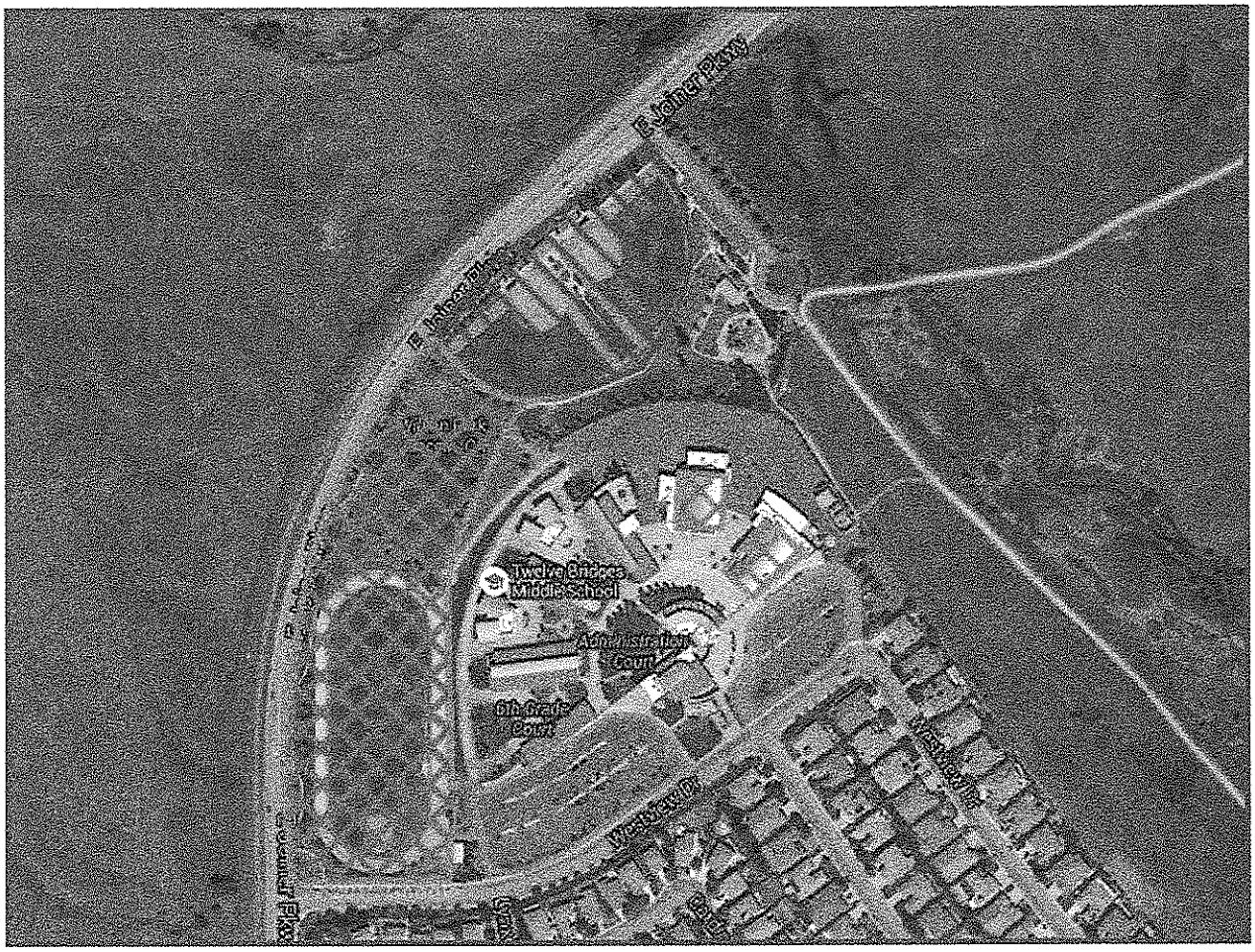
_____
Jonathan P Hobbs, City Attorney,

APPROVED AS TO FORM

_____
Megan E Macy, District Legal Counsel
Western Placer Unified School District

Exhibit A

Wilson Park / Twelve Bridges Middle School



Joint Use Area

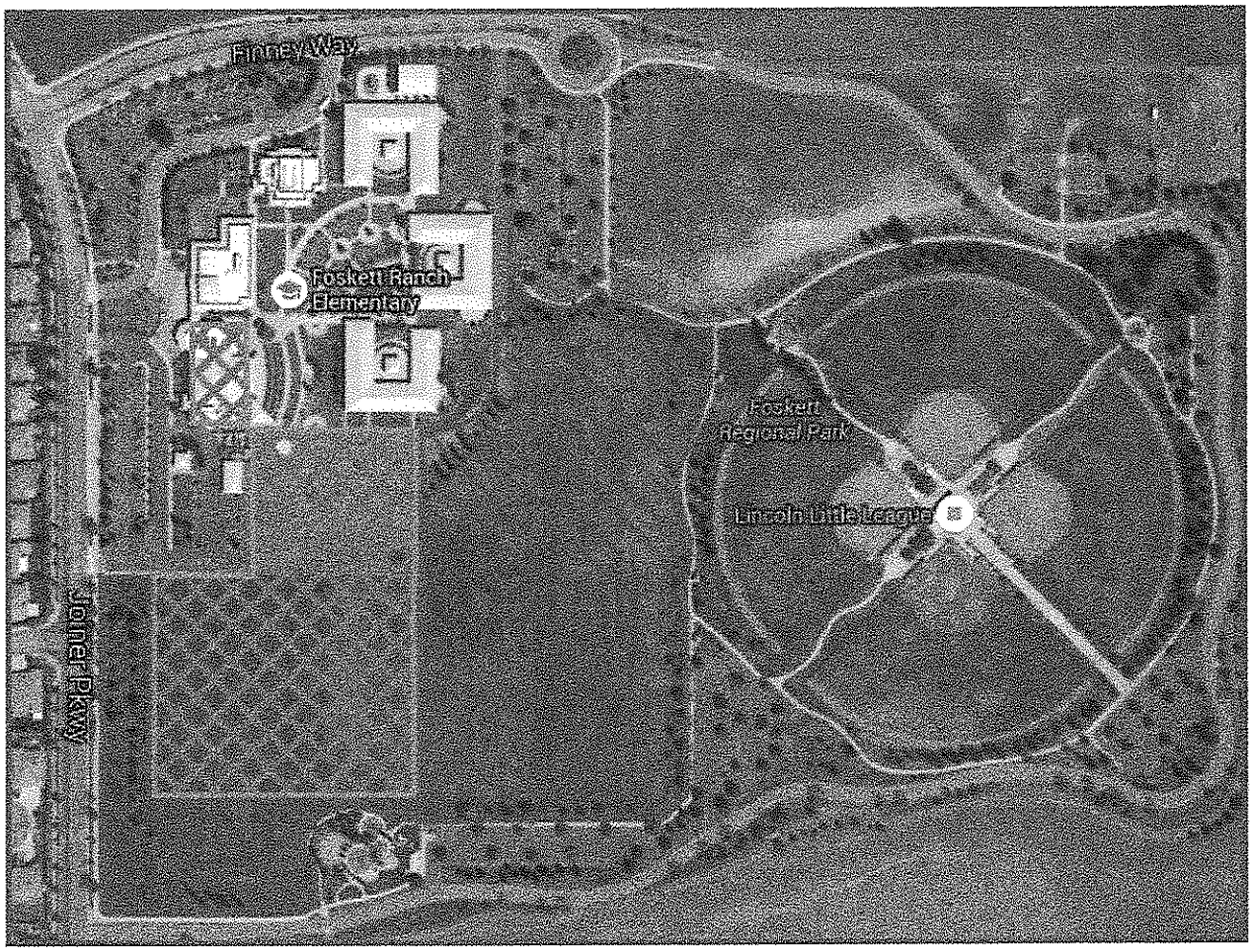
Softball Fields
Multi-Purpose Room
Gymnasium
Softball Fields
Parking Lots
Outdoor Hard Courts

City of Lincoln

School

Exhibit B

Foskett Park / Foskett Ranch Elementary School



Joint Use Area

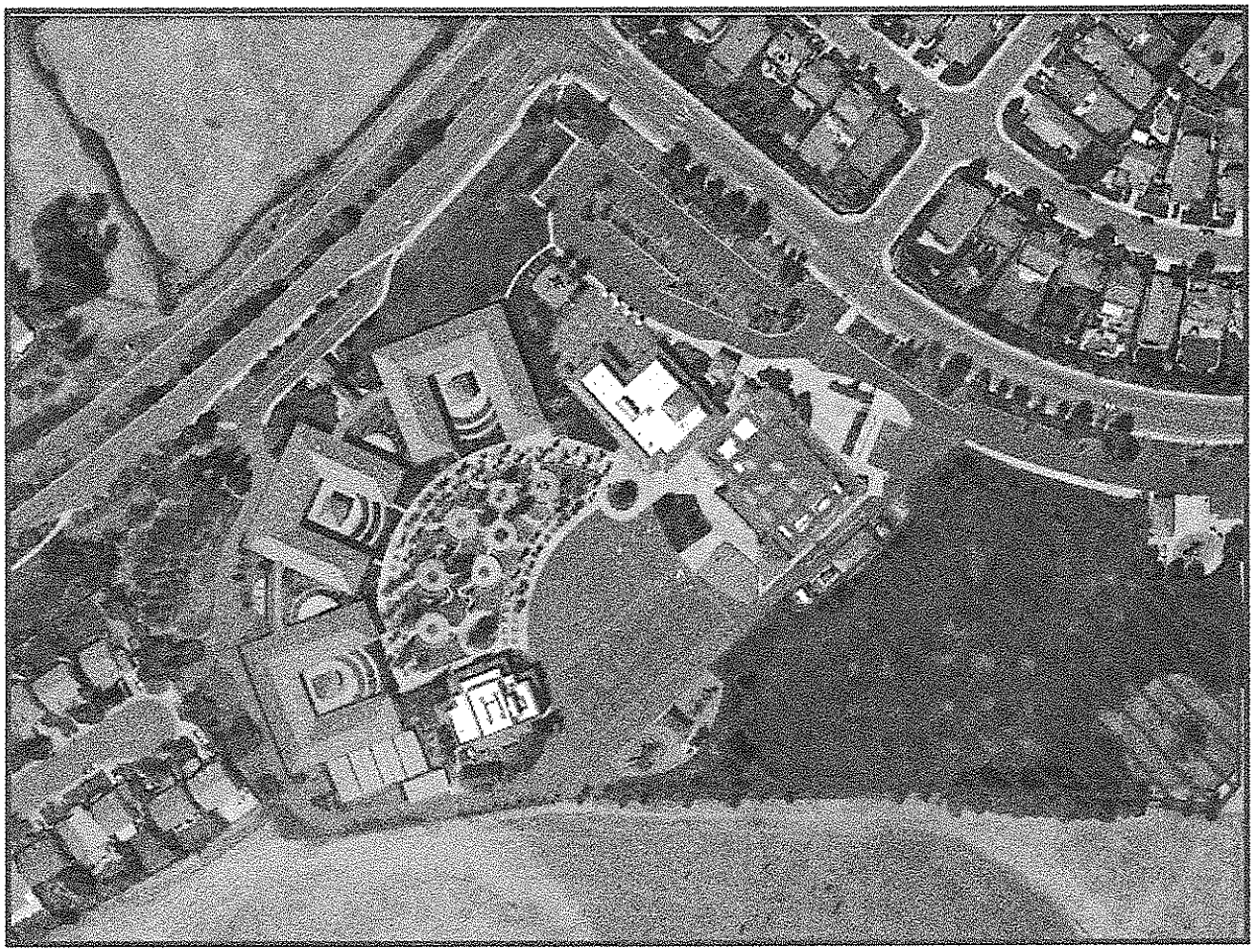
Multi-Purpose Room
Outdoor Courts
Half of Soccer Field 3
All of Soccer Field 4

City of Lincoln

School

Exhibit C

Twelve Bridges Park / Twelve Bridges Elementary School



Joint Use Area

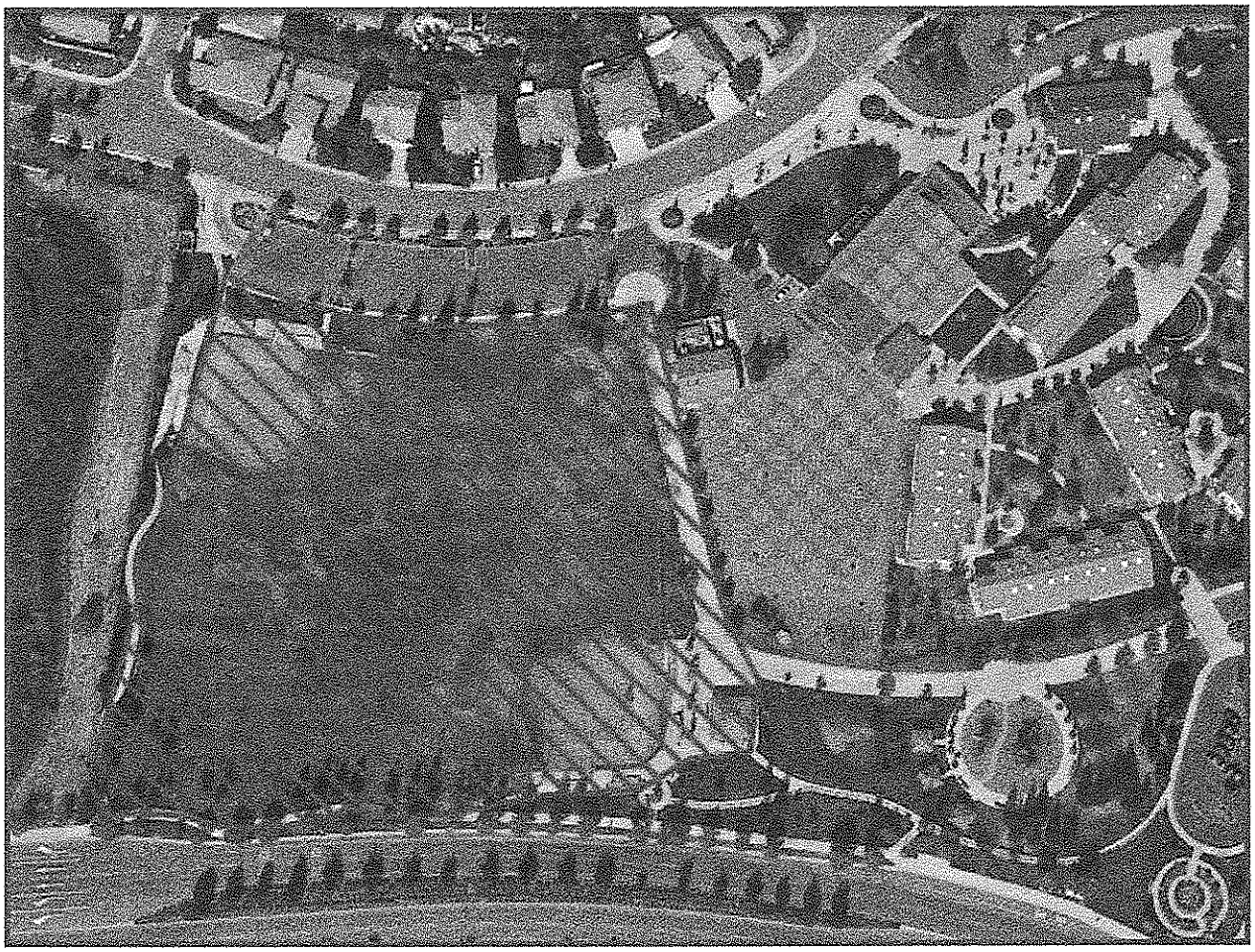
Multi-Purpose Room
Parking Lots
Outdoor Courts
Park Turf

City of Lincoln

School

Exhibit D

Pete Singer Park / Lincoln Crossing Elementary School



Joint Use Area

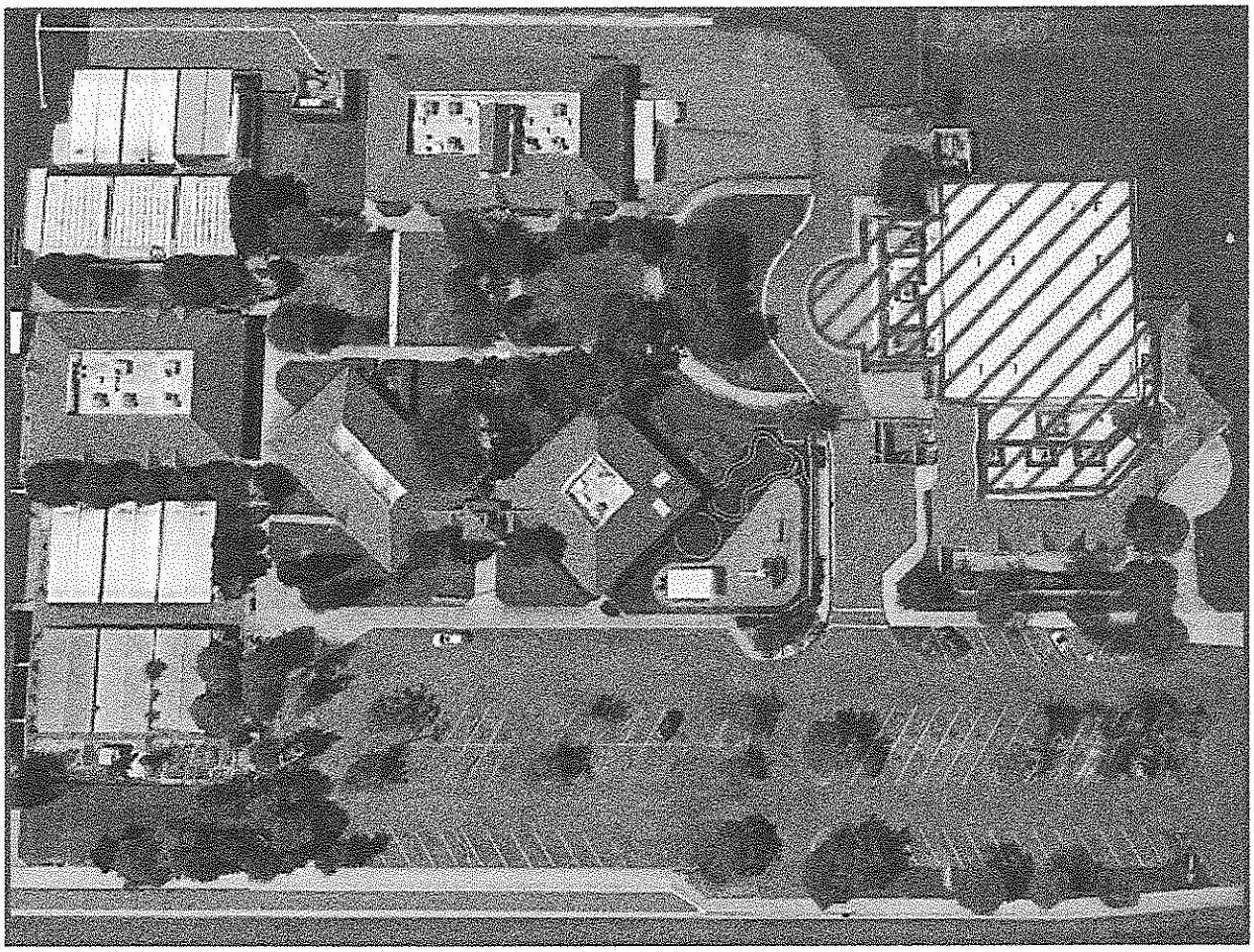
Multi-Purpose Room
Outdoor Courts
Parking Lot
Park Turf

City of Lincoln

School

Exhibit E

Community Center at 2010 First Street



Joint Use Area

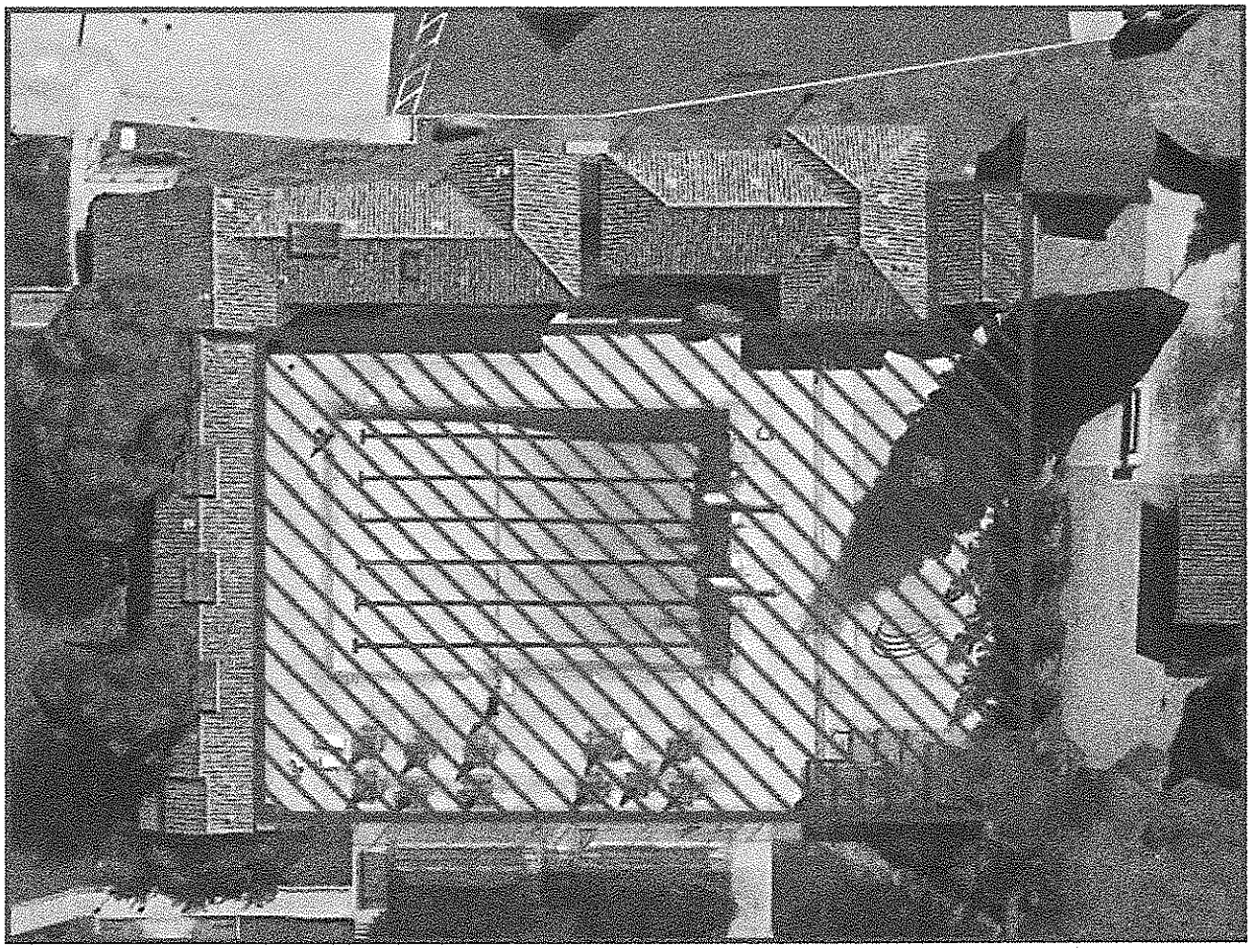
Multi-Purpose Room
Parking Lots
Outdoor Courts
Park Turf

City of Lincoln

School

Exhibit F

McBean Pool



Joint Use Area

Pool/Pool Deck
Outdoor Restrooms

City of Lincoln

School

Exhibit G

Lincoln High School Tennis Courts and Softball Fields



Joint Use Area

Softball Field
Tennis Courts
Restroom

City of Lincoln

School

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:
Interdistrict Appeal Process

AGENDA ITEM AREA:
Information/Discussion

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
No

DEPARTMENT:
District Office

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
February 2, 2016

ROLL CALL REQUIRED:
No

BACKGROUND:

The WPUSD Board has discretion to hold appeals in closed or open session and there are both positives and negatives to both settings. Traditionally, WPUSD interdistrict Board appeals have been held in closed session. The Board is not required to hear an appeal as part of the interdistrict process based on law and the WPUSD process is unique in Placer County because it includes a Board appeal.

After Board discussion during the last meeting and taking into consideration the management of interdistrict appeals, it is recommended to keep the appeals in closed session or establish the superintendent as the final action taken before the parents have a right to appeal to the Placer County Board of Education.

Some of the factors in this recommendation include the adding the waiver process to appeals, adding the appeals to the open meeting agenda, and the personal nature of some of the reasons on the application that are shared with the Board.

Two recommendations are being forwarded at this time:

1) The current process of application, superintendent decision based on Board Policy, Board appeal, and then Placer County Board of Education at the family's discretion.
2) A new process of application, superintendent decision based on Board Policy, superintendent appeal meeting, and then Placer County Board of Education at the family's discretion.

RECOMMENDATION:

Administration recommends Board direction on the item.

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 2, 2016

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 4143 Negotiations/Consultation
- BP 5113.1 Chronic Absence and Truancy
- BP/AR 5141.31 Immunizations
- BP 6170.1 Transitional Kindergarten

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

wp/rk/factform

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

BP 4143/4243 - Negotiations/Consultation
(BP/AR revised)

Policy updated to reflect **NEW LAW** (AB 1611, 2014) which requires reasonable written notice to the exclusive employee representative whenever the district intends to make any changes in matters within the scope of negotiations. Policy also clarifies related meetings that may be held in closed session and adds language on providing released time for a reasonable number of employee representatives for meeting and negotiating and for the processing of grievances.

BP 5113.1 Chronic Absence and Truancy
(BP revised)

Policy updated to reflect district changes

BP/AR 5141.31 - Immunizations
(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW** (SB 277, 2015) which limits the personal beliefs exemption to students whose parent/guardian submits a letter or written affidavit by January 1, 2016, in which case the exemption shall be effective only until the student enters the next grade span, as defined. Policy also deletes material related to conditional enrollment of transfer students while waiting for the transfer of immunization records, now addressed in AR. Regulation also reflects provisions of SB 277 which (1) require districts to ensure that students advancing to grade 7 are fully immunized against all specified diseases, (2) state that students with disabilities must be provided special education and related services regardless of their immunization status, and (3) exempt students from immunization requirements who are enrolled in an independent study program and who do not receive classroom-based instruction.

BP 6170.1 - Transitional Kindergarten
(BP revised)

Policy updated to reflect **NEW LAW** (SB 876, 2014) which establishes certain qualifications for teachers assigned to a TK program after July 1, 2015 and **NEW LAW** (SB 858, 2014) which states legislative intent that the TK curriculum be aligned to the California Preschool Learning Foundations. Policy also deletes outdated dates related to student eligibility for the program, adds immunization requirement, and adds requirement to obtain a signed Kindergarten Continuance Form when a child who is age-eligible for kindergarten is enrolled in TK and then continues into kindergarten the following year.

NEGOTIATIONS/CONSULTATION

The Board recognizes its responsibility to represent the public's interests in the collective bargaining process. ~~The Board and/or Superintendent shall keep the public informed about the progress of negotiations and the ways in which negotiations affect district goals.~~ In reaching agreements on employee contracts, the Board shall balance the needs of staff and the priorities of the district in order to provide students with a high-quality instructional program based on a sound, realistic budget.

(cf. 0200 - Goals for the School District)
(cf. 3100 - Budget)
(cf. 4140/4240 - Bargaining Units)
(cf. 4141/4241 - Collective Bargaining Agreement)

~~*(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)*~~
~~*(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)*~~

The board and the Superintendent shall establish a bargaining team to assist in analyzing contract provisions and conducting contract negotiations. The Board shall provide its negotiator(s) with expected outcomes and clear parameters for acceptable contract provisions which promote the realization of district goals and priorities.

The Board of Trustees ~~is legally responsible for~~ **and its bargaining team shall** negotiating in good faith with exclusive employee representatives on wages, hours of employment, and other terms and conditions of employment identified in law as being within the scope of representation. (Government Code 3543.2)

When the district intends to make any change to matters within the scope of representation, it shall give reasonable written notice of its intent to the exclusive representative for the purpose of providing the exclusive representative a reasonable amount of time to negotiate with the district regarding the proposed changes. (Government Code 3543.2)

~~The goal of negotiations shall be to reach an agreement which meets the interests of all concerned.~~

A reasonable number of representatives of the employee organization shall have the right to receive reasonable periods of released time without loss of district compensation when meeting and negotiating and/or for the processing of grievances. (Government Code 3543.1)

~~The Board believes that effective negotiations require the input of all levels of the administration. The Board shall establish a bargaining team to assist in analyzing contract provisions and conducting contract negotiations.~~

The Board ~~with~~ **and** its bargaining team shall establish standards of conduct pertaining to the negotiations process for ~~individual Board~~ members ~~and members~~ of the bargaining team. **Certain**

NEGOTIATIONS/CONSULTATION (continued)

meetings related to negotiations ~~are not subject to state~~ **shall not be** open **to the public in accordance with Government Code 3549.1 and 54957.6, except as otherwise required by law.** ~~meeting laws and shall be held in closed session.~~ Matters discussed in these meetings shall be kept in strict confidence **in accordance with law**.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9010 - Public Statements)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9321 - Closed Session Purposes and Agendas)

The Board ~~shall provide~~ **and** its negotiator(s) **shall not knowingly provide the employee organization with inaccurate information regarding the financial resources of the district. (Government Code 3543.5)** ~~with expected outcomes and clear parameters for acceptable contract provisions and may initiate proposals which promote the realization of district goals.~~

The Board shall ~~closely~~ monitor the progress of negotiations and carefully consider how proposed contract provisions would affect the district's short- and long-term **fiscal, programmatic, instructional, and personnel** goals.

The Board and/or Superintendent **or designee** shall keep the public informed about the progress of negotiations and the ways in which negotiations may affect district goals **unless otherwise agreed upon by the district and exclusive representative**.

(cf. 4143.1/ Public Notice – Personnel Negotiations)

Whenever the district has a qualified or negative certification on an interim fiscal report, it shall allow the county office of education at least 10 working days to review and comment on any proposed agreement with exclusive representatives of employees. The district shall provide the County Superintendent of Schools with all information relevant to gain an understanding of the financial impact of any final collective bargaining agreement. Government Code 3540.2)

(cf. 3460 – Financial Reports and Accountability)

Once the final terms of the agreement have been ratified by the membership of the employee organization, the contract shall be presented to the Board at a public meeting for acceptance.

Any agreement adopted by the Board may be for a term not to exceed three years. (Government Code 3540.1)

NEGOTIATIONS/CONSULTATION (continued)

In the event of any impasse in negotiations, the ~~Board~~ **district** shall participate in good faith in ~~state~~ mediation and fact-finding procedures pursuant to Government Code 3548-3548.8. (Government Code 3543.5)

(cf. 4141.6/4241.6 – Concerted Action/Work Stoppage)

Following adoption of the collective bargaining agreement, any subsequent amendments shall be executed in writing **and ratified** by the Board and the employees' exclusive representative.

Consultation

The exclusive representative of certificated staff may consult with the Board on the definition of educational objectives, the determination of the content of courses and curriculum and the selection of textbooks.

~~(cf. 6010 – Goals and Objectives)~~
(cf. 6011 – Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 9310 - Board Policies)

Legal Reference:
EDUCATION CODE
44987 Service as officer of employee organization (certificated)
45210 Service as officer of employee organization (classified)
GOVERNMENT CODE
3540-3549.3 Educational Employment Relations Act
PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS
Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954
Management Resources:
CSBA PUBLICATIONS
Collective Bargaining DVD-ROM
Maximizing School Board Governance: Collective Bargaining
Before the Strike: Planning Ahead in Difficult Negotiations, 1996
WEB SITES
CSBA: http://www.csba.org
California Public Employee Relations: http://cper.berkeley.edu
Center for Collaborative Solutions: http://www.ccscenter.org/labormgmt
Public Employment Relations Board: http://www.perb.ca.gov
State Mediation and Conciliation Service (SMCS): http://www.dir.ca.gov/csmcs/smcs.aspx

Policy adopted: October 21, 2008
revised: February 2, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

CHRONIC ABSENCE AND TRUANCY

The Governing Board believes that excessive student absenteeism and tardiness, whether caused by excused or unexcused absences, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the district.

(cf. 5113 - Absences and Excuses)

The Superintendent or designee shall establish a system to accurately track and monitor student attendance, including methods to identify students classified as chronic absentees and truants, as defined in law and administrative regulation, **and to identify patterns of absence throughout the district. He/she shall provide the Board with data on school attendance, chronic absence, and truancy rates for all district students, for each school, and for each numerically significant student subgroup as defined in Education Code 52052. Such data shall be disaggregated and used in the development of annual goals and specific actions for student attendance and engagement and for inclusion in the district's local control and accountability plan and other applicable school and district plans.**

To encourage school attendance, the Superintendent or designee shall develop strategies that focus on prevention and early intervention of attendance problems. Preventive strategies may include efforts to provide a safe and positive school environment, relevant and engaging learning experiences, **school-based health services,** and school activities that help develop students' feelings of connectedness with the schools. The Superintendent or designee also may provide incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance. The Superintendent or designee also shall develop strategies that enable early outreach to students as soon as they show signs of poor attendance.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 5126 - Awards for Achievement)
(cf. 5131 - Conduct)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee shall work with students and parents/guardians to identify factors contributing to chronic absence and truancy. Based on this needs assessment, he/she shall collaborate with community agencies, including, but not limited to, child welfare services, law enforcement, courts, and/or public health care agencies, to ensure that alternative educational programs and nutrition, health care, and other support services are available for students and families and to intervene as necessary when students have serious attendance problems.

(cf. 1020 - Youth Services)
(cf. 3550 – Food Service/Child Nutrition Program)
(cf. 5030 – Student Wellness)

CHRONIC ABSENCE AND TRUANCY (continued)

(cf. 5145.6 – School Health Services)
(cf. 5146 – Married/Pregnant/Parenting Students)
(cf. 5147 - Dropout Prevention)
(cf. 5149 - At-Risk Students)
(cf. 6158 – Independent Study)
(cf. 6164.2 – Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6175 - Migrant Education Program)
(cf. 6179 - Supplemental Instruction)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

~~The Superintendent or designee shall regularly analyze data on student absence to identify patterns of absence districtwide and by school, grade level, and student population. Such data shall be used to identify common barriers to attendance, prioritize resources for intervention, and monitor progress over time.~~

A student's truancy, tardiness, or other absence from school shall not be the basis for his/her out-of-school suspension or expulsion. Alternative disciplinary strategies and positive reinforcement for attendance shall be used whenever possible.

(cf. 5144 – Discipline)
(cf. 5144.1 – Suspension and Expulsion/Due Process)

The Superintendent or designee shall periodically report this information to the Board ~~for purposes of evaluating the effectiveness of strategies implemented to reduce chronic absence and truancy and making changes as needed.~~ **regarding the district's progress in improving student attendance rates for all students and for each numerically significant student population. Such information shall be used to evaluate the effectiveness of strategies implemented to reduce chronic absence and truancy and to make changes as needed.** As appropriate, the Superintendent or designee also shall provide this information to key school staff and community agency partners to engage them in program evaluation and improvement.

School Attendance Review Board

As required by law, habitually truant students may be referred to a school attendance review board, a truancy mediation program operated by the county's district attorney or probation officer, and/or juvenile court in accordance with law.

***CHRONIC ABSENCE AND* TRUANCY** (continued)

The Board ~~shall~~ **may** submit **a** nominations to the County Superintendent of Schools for a ~~district representative~~ **person who will serve** on the county SARB **as a representative of school district**. (Education Code 48321)

The Board shall appoint members of the district's SARB, who may include, but are not be limited to, a parent/guardian as well as representatives of the district, county probation department, county welfare department, county office of education, law enforcement agencies, community-based youth service centers, school guidance personnel, child welfare and attendance personnel, and school or county health care personnel**; school, county, or community mental health personnel; the county district attorney's office; and the county public defender's office**. (Education Code 48321)

The district's SARB shall operate in accordance with Education Code 48320-48325 and procedures established by the Superintendent or designee.

Legal Reference:

EDUCATION CODE

1740 Employment of personnel to supervise attendance (county superintendent)
37223 Weekend classes
41601 Reports of average daily attendance
46000 Records (attendance)
46010-46014 Absences
46110-46119 Attendance in kindergarten and elementary schools
46140-46147 Attendance in junior high and high schools
48200-48208 Children ages 6-18 (compulsory full-time attendance)
48225.5 Work permits, entertainment and allied industries
48240-48246 Supervisors of attendance
48260-48273 Truants
48290-48296 Failure to comply; complaints against parents
48320-48324 School attendance review boards
48340-48341 Improvement of student attendance
48400-48403 Compulsory continuation education
49067 Unexcused absences as cause of failing grade
52052 Academic Performance Index; numerically significant student subgroups
60901 Chronic absence

Legal Reference continued: (see next page)

CHRONIC ABSENCE AND TRUANCY (continued)

Legal Reference: (continued)
GOVERNMENT CODE
54950-54963 The Ralph M. Brown Act
PENAL CODE
270.1 Chronic truancy; parent/guardian misdemeanor
272 Parent/guardian duty to supervise and control minor child; criminal liability for truancy
830.1 Peace officers
VEHICLE CODE
13202.7 Driving privileges; minors; suspension or delay for habitual truancy
WELFARE AND INSTITUTIONS CODE
256-258 Juvenile hearing officer
601-601.4 Habitually truant minors
11253.5 Compulsory school attendance
CODE OF REGULATIONS, TITLE 5
306 Explanation of absence
420-421 Record of verification of absence due to illness and other causes
15497.5 Local control and accountability plan template
COURT DECISIONS
L.A. v. Superior Court of San Diego County, (2012) 209 Cal.App.4th 976
Management Resources:
CSBA PUBLICATIONS
Attendance Awareness Month, Fact Sheet, September 2014
ATTENDANCE WORKS PUBLICATIONS
Count Us In! Working Together to Show that Every School Day Matters, 2014
The Power of Positive Connections: Reducing Chronic Absence Through PEOPLE: Priority Early Outreach for Positive Linkages and Engagement, 2014
Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
School Attendance Review Board Handbook, ~~2009~~ 2015
School Attendance Improvement Handbook, 2000
WEB SITES
CSBA: http://www.csba.org
Attendance Counts: http://www.attendancecounts.org
California Association of Supervisors of Child Welfare and Attendance: http://www.cascwa.org
California Department of Education: http://www.cde.ca.gov
California Healthy Kids Survey: http://chks.wested.org
California School Climate, Health, and Learning Survey System: http://www.cal-schls.wested.org
OnTrackCA: http://www.ontrackca.org

Policy
adopted: September 4, 2007
revised: December 4, 2012
revised: August 19, 2014
revised: February 2, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

IMMUNIZATIONS

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Board of Trustees desires to cooperate with state and local health agencies to encourage immunization of all district students against preventable diseases.

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)
(cf. 5141.22 - Infectious Diseases)

Each student enrolling for the first time in a district elementary or secondary school, preschool, or child care and development program **or, after July 1, 2016, enrolling in or advancing to grade 7** shall present an immunization record from any authorized private or public health care provider certifying that he/she has received all required immunizations in accordance with law. Students shall be excluded from school or exempted from immunization requirements only as allowed by law.

(cf. 5112.1 - Exemptions from Attendance)
(cf. 5112.2 - Exclusions from Attendance)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5148 - Child Care and Development)
(cf. 5148.3 - Preschool/Early Childhood Education)

Except to the extent otherwise authorized by law, each transfer student shall present evidence of immunization before he/she is admitted to school. Such evidence may include the child's personal immunization record from his/her authorized health care provider or his/her cumulative file from his/her previous school.

However, when necessary, a transfer student may be conditionally admitted for up to 30 school days while his/her immunization records are being transferred from the previous school. If these records do not arrive within 30 school days, the student shall present written documentation by an authorized health care provider showing that the required immunizations were received. If such documentation is not presented, the student shall be excluded from school until the required immunizations have been administered. (17 CCR 6070)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)

The Superintendent or designee may arrange for an authorized health care provider to administer immunizations at school to any student whose parent/guardian has consented in writing. At the beginning of the school year, parents/guardians shall be notified of their right to provide consent for the administration of an immunization to their child at school. (Education Code 49403)

(cf. 5141.3 - Health Examinations)
(cf. 5141.6 - Student Health and Social Services)
(cf. 5145.6 - Parental Notifications)

Legal Reference: (see next page)

IMMUNIZATIONS

Legal Reference:

EDUCATION CODE
44870 Qualifications of supervisor of health
46010 Total days of attendance
48216 Immunization
48853.5 Immediate enrollment of foster youth
48980 Required notification of rights
49403 Cooperation in control of communicable disease and immunizations
49426 Duties of school nurses
49701 Flexibility in enrollment of children of military families
51745-51749.6 Independent study
HEALTH AND SAFETY CODE
120325-120380 Immunization against communicable disease especially:
120335 Immunization requirement for admission
120395 Information about meningococcal disease, including recommendation for vaccination
120440 Disclosure of immunization information
CODE OF REGULATIONS, TITLE 5
430 Student records
CODE OF REGULATIONS, TITLE 17
6000-6075 School attendance immunization requirements
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
UNITED STATES CODE, TITLE 42
11432 Immediate enrollment of homeless children
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy

Management Resources:

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
California Immunization Handbook for Schools and Child Care Programs, ~~July 2003~~ ***August 2015***
Guide to Immunizations Required for Child Care
Guide to Immunizations Required for School Entry
~~Guide to the Requirements of the California School Immunization Law for Parents of Children in or Entering School or Child Care~~
Parents' Guide to Immunizations Required for Child Care
Parents' Guide to Immunizations Required for School Entry
EDUCATION AUDIT APPEALS PANEL PUBLICATIONS
Guide for Annual Audits of Local Education Agencies and State Compliance Reporting, July 2015
U.S. DEPARTMENT OF EDUCATION GUIDANCE
Family Educational Rights and Privacy Act (FERPA) and H1N1, October 2009
WEB SITES
California Department of Education: http://www.cde.ca.gov
California Department of Public Health, Immunization Branch: http://www.cdph.ca.gov/programs/immunize
California Department of Public Health, Shots for Schools: http://shotsforschools.org
Centers for Disease Control and Prevention: http://www.cdc.gov
Education Audit Appeals Panel: http://www.eaap.ca.gov
U.S. Department of Education: http://www.ed.gov

Policy
adopted: September 4, 2007
revised: December 4, 2012
revised: February 2, 2016

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

IMMUNIZATIONS

The Superintendent or designee shall provide parents/guardians, upon school registration, a written notice summarizing the state's immunization requirements.

The Superintendent or designee shall not unconditionally admit any student to a district **elementary or secondary** school, **preschool,** or child care and development program **for the first time** nor, **after July 1, 2016, admit or** advance **any** student to ~~specified~~ grade 7 ~~levels~~ unless the~~at~~ student has ~~presented documentation of~~ **been** fully immunize**d**.~~ation,~~ **The student shall present documtation of full immunization,** in accordance with the age/grade and dose required by the California Department of Public Health (CDPH), against the following diseases: (Health and Safety Code 120335; 17 CCR 6020)

~~*(cf. 5141.22 - Infectious Diseases)*~~
~~*(cf. 5148 - Child Care and Development)*~~
~~*(cf. 5145.6 - Parental Notifications)*~~

1. Measles, mumps and rubella (MMR)
2. Diphtheria, tetanus and pertussis (whooping cough) (DTP DTaP or Tdap)
3. Poliomyelitis (polio)
4. Hepatitis B
5. Varicella (chickenpox)
6. Haemophilus influenza type b (Hib meningitis)
7. Any other disease designated by the CDPH

(cf. 5141.22 - Infectious Diseases)
(cf. 5148 - Child Care and Development)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6170.1 – Transitional Kindergarten)

However, full immunization against hepatitis B shall not be a condition by which the Superintendent or designee shall admit or advance any student to grade 7. (Health and Safety Code 120335)

A student who qualifies for an individualized education program (IEP), unless otherwise exempt, shall be fully immunized in accordance with Health and Safety Code 120335 and this regulation. However, the district shall continue to implement the student's IEP and shall not prohibit the student from accessing any special education and related service required by his/her IEP regardless of whether the student is fully immunized. (Health and Safety Code 120335)

IMMUNIZATIONS (continued)

(cf. 6159 - Individualized Education Program)

The student's immunization record shall be provided by the student's health care provider or from the student's previous school immunization record. The record must show ~~the date that each dose was administered.~~ **at least the month and year for each dose, except that the day, month, and year must be shown for the MMR doses given during the month of the first birthday and for the Tdap dose given during the month of the seventh birthday. (17 CCR 6070)**

Exemptions

Exemption from **one or more** immunization requirements shall be granted under ~~either~~ **any** of the following circumstances: ~~(Health and Safety Code 120365, 120375; 17 CCR 6051)~~

1. The student's parent/guardian provides a written statement by a licensed physician that, due to the physical condition or medical circumstances of the student, one or more immunizations are considered unsafe or are permanently not indicated. The physician's statement shall indicate the specific nature and probable duration of the medical condition or circumstances that contraindicate immunization, **including, but not limited to, family medical history, for which the physician does not recommend immunization.** In such circumstances, the student shall be exempted from one or more vaccines to the extent indicated by the physician's statement.

~~2. The student's parent/guardian provides a letter or affidavit documenting which immunizations required by Health and Safety Code 120355 have been given and which immunizations have not been given on the basis that they are contrary to the parent/guardian's beliefs.~~

~~When immunization(s) are contrary to the parent/guardian's personal beliefs but there is good cause to believe that the student has been exposed to one of the communicable diseases listed in Health and Safety Code 120325, the student may be temporarily excluded from school until the local public health officer is satisfied that the student is no longer at risk of developing the disease.~~

~~On or after January 1, 2014, the parent/guardian shall also submit a form prescribed by the CDPH which includes a signed attestation by a health care practitioner that indicates he/she has provided the parent/guardian with information regarding the benefits and risks of the immunization and the health risks of the communicable diseases listed in Health and Safety Code 120335 to the person and the community. The parent/guardian shall sign a statement indicating that he/she has received this information. Neither the health care practitioner nor the parent/guardian shall sign these statements more than six months prior to the date that the student is subject to the immunization requirement. In lieu of the original form, the district shall accept a~~

IMMUNIZATIONS (continued)

~~photocopy of the signed form or a letter by a health care practitioner that includes all information and attestations included on the form.~~

2. **The student's parent/guardian files with the district, before January 1, 2016, a letter or written affidavit stating that an immunization is contrary to his/her personal beliefs, in which case the student shall be exempted from the immunization until he/she enrolls in the next applicable grade span requiring immunization (birth to preschool, grades K-6, grades 7-12). (Health and Safety Code 120335)**

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

When a student transfers to a different school within the district or transfers into the district from another school district in California, his/her personal beliefs exemption filed before January 1, 2016, shall remain in effect until the next applicable grade span. A student transferring from a school outside the district shall present a copy of the personal beliefs exemption upon enrollment. When a student transfers into the district from outside California and presents a personal beliefs exemption issued by another state or country prior to January 1, 2016, the Superintendent or designee may consult with legal counsel regarding the applicable immunization requirements.

3. **The student is enrolled in an independent study program pursuant to Education Code 51745-51749.6 and does not receive classroom-based instruction.**

(cf. 6158 - Independent Study)

Conditional Enrollment

The Superintendent or designee may conditionally admit a student with documentation from an authorized health care provider that: (Health and Safety Code 120340; 17 CCR 6000, 6035)

1. ~~He/she~~ **The student** has **not** received ~~some but not~~ all ~~required~~ **the** immunizations **required for his/her age group, but has commended receiving doses of all required vaccines** and is not due for any vaccine dose at the time of admission

2. ~~He/she~~ **The student** has a temporary exemption from immunization for medical reasons **pursuant to item #1 in the section "Exemptions" above.**

The Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses ~~when they become due~~ as specified in 17 CCR 6035.

IMMUNIZATIONS (continued)

(cf. 5145.6 - Parental Notifications)

In addition, a transfer student may be conditionally admitted for up to 30 school days while his/her immunization records are being transferred from the previous school. If such documentation is not presented within 30 days, the student shall be excluded from school until the required immunizations have been administered. (17 CCR 6070)

The Superintendent or designee shall review the immunization record of each student admitted conditionally every 30 days until that student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, he/she shall be excluded from further attendance until the immunizations are received. (Health and Safety Code 120375; 17 CCR 6070)

The Superintendent or designee shall immediately enroll homeless students, foster youth, and students of military families even if their immunization records are missing or unavailable at the time of enrollment. School or district staff shall work with the student's prior school to obtain the student's immunization records or shall ensure that he/she is properly immunized. (Education Code 48853.5, 49701; Health and Safety Code 120341; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)

Exclusions Due to Lack of Immunizations

Any student without the required evidence of immunization may be excluded from school until the immunization is obtained or an exemption is granted in accordance with the section "Exemptions" above.

(cf. 5112.2 - Exclusions from Attendance)
(cf. 6183 - Home and Hospital Instruction)

Before an already admitted student is excluded from school attendance because of lack of immunization, the Superintendent or designee shall notify the parent/guardian that he/she has 10 school days in which to supply evidence of proper immunization or an appropriate exemption. **This notice shall refer the parent/guardian to the student's usual source of medical care, then to the county health department or school immunization program, if any.** (Education Code 48216; 17 CCR 6040)

The Superintendent or designee shall exclude from further attendance any already admitted student who fails to obtain the required immunization within 10 school days following the parent/guardian's receipt of the notice specified above, unless the student is exempt from immunization for medical reasons or personal beliefs. The student shall remain excluded

IMMUNIZATIONS (continued)

from school until he/she provides written evidence the he/she has received another dose of each required vaccine due at that time. The student shall also be reported to the attendance supervisor or principal. (17 CCR 6055)

Exclusion Due to Exposure to Disease

If the district has good cause to believe that a student has been exposed to a disease listed in the section "Required Immunizations" above and his/her documentation of immunization does not show proof of immunization against that disease, that student may be temporarily excluded from the school until the local health officer informs the district in writing that he/she is satisfied that the student is no longer at risk of developing or transmitting the disease. (Health and Safety Code 120370)

Records

The Superintendent or designee shall record each new entrant's immunizations in the California School Immunization Record and retain it as part of the student's mandatory permanent student record. District staff shall maintain the confidentiality of immunization records and may disclose such information to state and local health departments only in accordance with law. (Health and Safety Code 120375, 120440; 17 CCR 6070)

(cf. 5125 - Student Records)

The district shall also retain in the mandatory student record any physician or health officer statement, personal beliefs letter or affidavit, reason for conditional enrollment, or any other documentation related to the student's immunization record or exemptions.

Audits

If an audit reveals deficiencies in the district's reporting procedures, the Superintendent or designee shall present the Board with a plan to remedy such deficiencies.

TRANSITIONAL KINDERGARTEN

The Governing Board desires to offer a high-quality transitional kindergarten program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's transitional kindergarten shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

Eligibility

The district's transitional kindergarten program shall admit children whose fifth birthday ~~lies between~~ **is from September 2 through December 2**: (Education Code 48000)

~~1. November 2 and December 2 in the 2012-13 school year~~

~~2. October 2 and December 2 in the 2013-14 school year~~

~~3. September 2 and December 2 in the 2014-15 school year and each school year thereafter~~

Parents/guardians of eligible children shall be notified of the availability of this program and the age, residency, and any other enrollment requirements. Enrollment in the transitional kindergarten program shall be voluntary.

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)
(cf. 5111.12 - Residency Based on Parent/Guardian Employment)
(cf. 5111.13 - Residency for Homeless Children)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)

Upon request of a child's parents/guardians, the district may, on a case-by-case basis after the Superintendent or designee determines that it is in the child's best interest, admit into the district's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten.

TRANSITIONAL KINDERGARTEN (continued)

The district may admit into the TK program a child whose fifth birthday is after December 2, provided that the child is admitted during the school year on or after his/her fifth birthday and the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance.

Curriculum and Instruction

The district's transitional kindergarten program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

~~Upon recommendation by the Superintendent or designee, the Board shall approve academic standards for transitional kindergarten that bridge preschool learning foundations and kindergarten standards. Such standards shall be designed to facilitate students' development in essential skills which may include, as appropriate, language and literacy, mathematics, physical development, the arts, science, social sciences, English language development, and social-emotional development.~~

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education. It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6011 - Academic Standards)
(cf. 6174 - Education for English Language Learners)

The number of instructional minutes offered in transitional kindergarten shall be the same as that required for the district's kindergarten program.

(cf. 6111 - School Calendar)
(cf. 6112 - School Day)

Transitional kindergarten students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

TRANSITIONAL KINDERGARTEN (continued)

Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in transitional kindergarten classes shall possess a teaching credential or permit **from the Commission on Teacher Credentialing (CTC)** that authorizes **such** instruction ~~at the kindergarten grade level.~~

(cf. 4112.2 - Certification)

The Superintendent or designee may provide professional development as needed to ensure that transitional kindergarten teachers are knowledgeable about district standards and effective instructional methods for teaching young children.

(cf. 4131 - Staff Development)

Continuation to Kindergarten

Students who complete the transitional kindergarten program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed parental permission form for kindergarten attendance.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of transitional kindergarten and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

~~**Program Evaluation**~~ ***Assessment***

The Superintendent or designee shall develop or identify appropriate **formal and/or informal** assessments of transitional kindergarten students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)

Legal Reference: (see next page)

TRANSITIONAL KINDERGARTEN (continued)

Legal Reference:

EDUCATION CODE
8973 Extended-day kindergarten
37202 School calendar; equivalency of instructional minutes
44258.9 Assignment monitoring by county office of education
46111 Kindergarten, hours of attendance
46114-46119 Minimum school day, kindergarten
46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten
48000 ~~Minimum~~ Age of admission (kindergarten)
48002 Evidence of minimum age required to enter kindergarten or first grade
48200 Compulsory education, starting at age six
~~60605.8 Academic Content Standards Commission, development of Common Core Standards~~

Management Resources:

~~CSBA PUBLICATIONS~~
~~Transitional Kindergarten, Issue Brief, July 2011~~
~~CALIFORNIA COUNTY SUPERINTENDENTS EDUCATIONAL SERVICES ASSOCIATION PUBLICATIONS~~
~~Transitional Kindergarten (TK) Planning Guide: A Resource for Administrators of California Public School Districts, November 2011~~
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Transitional Kindergarten FAQs
Desired Results Developmental Profile, 2015
Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013
California Preschool Curriculum Framework, Vol. 1, 2010
California Preschool Learning Foundations, Vol. 1, 2008
~~Prekindergarten Learning Development Guidelines, 2000~~
~~First Class: A Guide for Early Primary Education, 1999~~
~~COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS~~
~~11-08 Transitional Kindergarten Assignments, Credential Information Alert, August 25, 2011~~
WEB SITES
CSBA: http://www.csba.org
~~California County Superintendents Educational Services Association: http://www.ccsesa.org~~
California Department of Education: http://www.cde.ca.gov
California Kindergarten Association: http://www.ckanet.org
Commission on Teacher Credentialing: http://www.ctc.ca.gov
Transitional Kindergarten California: http://www.tkcalifornia.org