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

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

DISTRICT ADMINISTRATION

Scott Leaman, Superintendent
Michele Schuetz *(Interim)*, Assistant Superintendent of Educational Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operation
Ryan Davis, Assistant Superintendent of Personnel Services

	STUDENT ENROLLMENT		
School	**2012/13 CEBEDS**	**4/1/2014**	**5/1/2014**
Sheridan Elementary (K-5)	84	81	84
First Street Elementary (K-5)	465	488	486
Carlin C. Coppin Elementary (K-5)	412	404	409
Creekside Oaks Elementary (K-5)	559	635	639
Twelve Bridges Elementary (K-5)	717	680	681
Foskett Ranch Elementary (K-5)	552	539	541
Lincoln Crossing Elementary (K-5)	684	688	688
Glen Edwards Middle School (6-8)	686	712	709
Twelve Bridges Middle School (6-8)	853	815	813
Lincoln High School (9-12)	1,516	1,502	1,485
Phoenix High School (10-12)	65	76	70
TOTAL	**6593**	**6,620**	**6,605**

First 5/Fee Based Programs

Sheridan	15 P.M.
Twelve B.E.	15 A.M.
First Street	18 A.M./14 P.M.

Pre-K/Special Ed

Carlin CC	0
Foskett	17
FSS PPPIP	58

Parent Education 154

State Preschool

First & L Street	22 A.M. /20 P.M.
Carlin Coppin	22 A.M.
Sheridan	19 A.M.

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

May 20, 2014, 7:00 P.M.

Carlin C. Coppin School – Multipurpose Room

150 East 12th Street, Lincoln, CA 95648

AGENDA

2013-2014 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.

5:45 P.M. START

1. CALL TO ORDER – Carlin C. Coppin Elementary School – Multipurpose Room

5:50 P.M.

2. CLOSED SESSION – Carlin C. Coppin Elementary School – Staff Lunch Room

2.1 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators: Scott Leaman, Superintendent, Ryan Davis, Assistant Superintendent of Personnel Services, Audrey Kilpatrick, Assistant Superintendent of Business and Operations

2.2 PERSONNEL

a. Public Employee Employment/Discipline/Dismissal/Release
b. Public Employee Performance Evaluation – Superintendent

2.3 INTERDISTRICT ATTENDANCE APPEAL

a. Interdistrict Request Appeal 14/15 - 24
b. Interdistrict Request Appeal 14/15 - 25
c. Interdistrict Request Appeal 14/15 - 26
d. Interdistrict Request Appeal 14/15 - 27
e. Interdistrict Request Appeal 14/15 – 28

7:00 P.M.

3. ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE– LHS – Multipurpose Room

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

3.1 CONFERENCE WITH LABOR NEGOTIATOR

Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators: Scott Leaman, Superintendent, Ryan Davis, Assistant Superintendent of Personnel Services, Audrey Kilpatrick, Assistant Superintendent of Business and Operations

3.2 PERSONNEL

a. Public Employee Employment/Discipline/Dismissal/Release
b. Public Employee Performance Evaluation – Superintendent

3.3 INTERDISTRICT ATTENDANCE APPEAL

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c. Interdistrict Request Appeal 14/15 - 26
d. Interdistrict Request Appeal 14/15 - 27
e. Interdistrict Request Appeal 14/15 – 28

4. SPECIAL ORDER OF BUSINESS

School Being Featured: Carlin C. Coppin Elementary School

5. 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 Ratification of Proposal with Herrera Engineering Consultants, Inc. – Spill Prevention Control and Counter Measure Plan.
5.4 Contract with Economic Planning Systems, Inc. (ESP) to administer CFD 1 and 2 Fiscal Year 2014-15.
5.5 Ratification of Professional Services Authorization with LPA, Inc. for Development of Elementary Educational Specifications.
5.6 Ratification of Consulting Agreement between Placer County Office of Education (PCOE), on behalf of Herrera Engineering Consultants, Inc., and WPUSD for Engineering Services Industrial Storm water and Permit Support Services.
5.7 Student Discipline Stipulated Expulsion Students # 13/14 – P.
Roll call vote:

6. COMMUNICATION FROM THE PUBLIC

This portion of the meeting is set aside for the purpose of allowing an opportunity for individuals to address the Board regarding matters not on the agenda, but within the board's subject matter jurisdiction. 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 "Request to Address Board of Trustees" are located at the entrance to the Multipurpose Room. Request forms are to be submitted to the Board Clerk prior to the start of the meeting.

7. REPORTS & COMMUNICATION

7.1 Lincoln High School, Student Advisory – Jillian Loya
7.2 Western Placer Teacher's Association – Tara McCroskey
7.3 Western Placer Classified Employee Association – Mike Kimbrough
7.4 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 Performing Arts Theater. Request forms are to be submitted to the Board Clerk before each item is discussed.

8.1 Discussion/ Action **CONSIDER APPROVING SALARY REVISION FOR DIRECTOR OF SPECIAL EDUCATION POSITION AND THE REVISED SALARY SCHEDULE FOR CERTIFICATED MANAGEMENT – Davis** *(13-14 G & O Component I, II, III, IV, V)*

•After having recently been unsuccessful in ascertaining a new hire for the vacant position of Director of Special Education after an extensive search and also needing to attract a larger pool of well qualified candidates, the district administration is recommending to increase the 5 step salary schedule for the Director of Special Education position.

8.2 Information/ Discussion **PG &E HVAC QUALITY MAINTENANCE PROGRAM – Kilpatrick/Steer** *(13-14 G & O Component I, II, III, IV, V)*

•In November of 2013, Staff presented the Board of Trustees with information on PG&E's HVAC Quality Maintenance Program. During that session, further information regarding the estimation of incentives was requested from the Board. This task required Maintenance staff to notate all non-central plant units throughout the District during Spring Break.

8.3 Action **PEPSI BEVERAGES COMPANY CONTRACT JULY 1, 2014 – JUNE 30, 2017 – Kilpatrick** *(13-14 G & O Component I, II, III, IV, V)*

•The attached contract sets forth the agreement ("Agreement") between Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company ("Pepsi") and western Placer Unified School District, relating to the purchase by the Customer from Pepsi of the Products.

8.4 Information/ Discussion **MAY REVISION – UPDATE OF 2014-15 GOVERNOR'S PROPOSED STATE BUDGET – Kilpatrick** *(13-14 G & O Component I, II, III, IV, V)*

•On May 14, 2014, Governor Jerry Brown released his May Revision to the proposals for the 2014-15 State Budget. The May Revision is a statutory opportunity for the Governor to recast his proposals in light of the latest economic data.

8.5 Action **RATIFICATION OF CONTRACT FOR DIRECTOR OF TECHNOLOGY AS SENIOR MANAGEMENT OF THE CLASSIFIED SERVICE – Davis** *(13-14 G & O Component I, II, III, IV, V)*

•After an extensive search and multi-level interviews, Kevin Kurtz has been selected as the new Director of Technology which is Senior Management of the Classified Service Position pursuant with Education Code sections 45100.5 and 45108.5. The attached contract is being forwarded to the Board for Ratification.

8.6 Information/ Discussion **JOHN ADAMS ACADEMY LINCON PETITION**
– **Leaman** *(13-14 G & O Component I, II, III, IV, V)*
- An update will be shared with the Board concerning John Adams Academy Lincoln.

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.

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

9.2 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **June 3, 2014** 7:00 P.M., Regular Meeting of the Board of Trustee – Lincoln High School Performing Arts Theater
- **June 17, 2014** 7:00 P.M., Regular Meeting of the Board of Trustee – Lincoln High School Performing Arts Theater

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

DISCLOSURE

OF ACTION

TAKEN IN

CLOSED SESSION,

IF ANY

Western Placer Unified School District
CLOSED SESSION AGENDA

Place: **Carlin C. Coppin Elementary School – Staff Lunch Room**
Date: **Tuesday, May 20, 2014**
Time: **5:50 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
Ryan Davis, Assistant Superintendent
of Personnel Services Audrey Kilpatrick,
Assistant Superintendent Business and Operations

AGENDA ITEM AREA:
Disclosure of action taken in closed session

REQUESTED BY:
Ryan Davis
Assistant Superintendent
of Personnel Services

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 20, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/ DISMISSAL/RELEASE

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Ryan Davis
Assistant Superintendent of Personnel Services

ENCLOSURES:
No

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 20, 2014

ROLL CALL REQUIRED:
Yes

BACKGROUND:

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

RECOMMENDATION:

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

wp/rk/factform

32a.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Public Employee Performance Evaluation - Superintendent

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Board of Trustees

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
General Fund

MEETING DATE:
May 20, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

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

RECOMMENDATION:

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

wp/rk/factform

3.2b.

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:
Interdistrict Appeal

AGENDA ITEM AREA:
Disclosure of Action Taken in Closed Session

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 20, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will discuss disclose any action taken in closed session regarding the following transfer appeals:

- Interdistrict Request Appeal 14/15 - 26
- Interdistrict Request Appeal 14/15 - 27
- Interdistrict Request Appeal 14/15 - 28
- Interdistrict Request Appeal 14/15 - 29

ADMINISTRATION RECOMMENDATION:

Disclose any action taken.

wp/rk/factform

SPECIAL

ORDER

OF

BUSINESS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Featured School:
Carlin C. Coppin Elementary School

AGENDA ITEM AREA:
Special Order of Business

REQUESTED BY:
Scott Leaman,
Superintendent

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 20, 2014

ROLL CALL VOTE:
No

BACKGROUND:

Carlin C. Coppin School will share a short presentation to the Board of Trustees. They will focus on the following:

Because reading is the key to success later on in life and because learning to read is a focal point of first grade...

...eight to ten Carlin Coppin First Grade students have been invited to read their favorite book or a passage from their favorite book individually to a Trustee or a district level administrator.

RECOMMENDATION:

Administration recommends the Board of Trustees enjoy the presentation.

CONSENT

AGENDA

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Certificated Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Ryan Davis
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
Categorical/General

MEETING DATE:
May 20, 2014

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

May 20, 2014

CERTIFICATED/MANAGEMENT

REQUEST FOR LEAVE OF ABSENCE/TEACHER ON SPECIAL ASSIGNMENT/PEER COACH:

1. **Name:** Lori Fury
   Position: From: 7th/8th Grade Math/Elective To: Teacher On Special Assignment/Peer Coach
   FTE: 1.0
   Effective Date: July 1, 2014
   Site: From: GEMS To: DISTRICT OFFICE

REQUEST FOR PARTIAL LEAVE OF ABSENCE:

1. **Name:** Jennifer Horton
   Position: Science Teacher
   FTE: From: 1.0 To: .34 (.66 Partial Leave of Absence)
   Effective Date: July 1, 2014
   Site: Lincoln High School

RESIGNATION:

1. **Name:** Lisa Olmo
   Position: Transitional Kindergarten
   FTE: 1.0
   Effective Date: June 30, 2014
   Site: Creekside Oaks Elementary

TEMPORARY HIRE:

1. **Name:** Cristina Dobon-Claveau
   Position: TEMP Counselor (Social Work)-Behavior
   FTE: 1.0
   Effective Date: July 1, 2014 - June 30, 2015
   Site: District Office

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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SUBJECT:
Classified Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Ryan Davis
Assistant Superintendent, Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
General Fund/Categorical

MEETING DATE:
May 20, 2014

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

May 20, 2014

CLASSIFIED/MANAGEMENT

RETIREMENT

1. **Name:** Cheryl Metheny
   Position Library Technician
   Site: Creekside Oaks Elementary
   Hours: 6 Hours/Day
   Effective: 5/19/14

RESIGNATIONS

1. **Name:** Rebecca Hickey
   Position Instructional Aide
   Site: Foskett Ranch Elementary
   Hours: 1 Hour/Day
   Effective: 5/9/14

2. **Name:** Karrie Stackpoole
   Position Grant Funded Instructional Aide
   Site: Creekside Oaks Elementary
   Hours: 3.5 Hours/Day
   Effective: 5/1/14

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

SUBJECT:

Ratification of Proposal With Herrera Engineering Consultants, Inc – Spill Prevention Control and Counter Measure Plan

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund - Transportation

MEETING DATE:

May 21, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached proposal is for professional services with Herrera Engineering Consultants to revise and update the Spill Prevention Control and Counter (SPCC) Measure Plan for the existing bus maintenance facility. The existing SPCC plan is dated March 2002 and is in need of update. The fee for professional services is $3,500 and covers all labor and expenses.

RECOMMENDATION:

Administration recommends that the Board ratify the proposal agreement between Herrera Engineering Consultants and Western Placer Unified School District.

Herrera
Engineering
Consultants, Inc.
4650 Carol Lane
Shingle Springs
California, 95682

May 5, 2014

Mr. Mark DeRossett
Transportation Coordinator
Western Placer Unified School District
810 J Street
Lincoln, CA 95648

Re: Proposal to Prepare Revised Spill Prevention Control and Counter Measure Plan
Aboveground Petroleum Storage Act

Dear Mr. DeRossett:

As requested, Herrera Engineering Consultants, Inc. (HEC) is submitting a proposal to revise and update the Spill Prevention Control and Counter Measure Plan (SPCC Plan) for the existing bus maintenance facility. The existing SPCC Plan is dated March 2002 and needs to be updated. The proposed scope of services is described below.

Scope of Services

The proposed services consist of the following:

- Identify which petroleum product storage facilities are regulated APSA;
- Verify that each of the regulated storage facilities has sufficient secondary containment;
- Update the information contained within the Plan, including the descriptions of existing above ground petroleum storage tanks and containers (all tanks and containers 55 gallons or greater); the associated secondary containment facilities; the measures taken to prevent spills during transfer operations; leakage detection procedures; minimum inspection requirements; recommended spill response equipment; required training; and updated facility and emergency contact and management approval information.
- Update and revise the Facility Diagram (site map) to include all required information;
- Email a pdf copy of the draft SPCC Plan to the District for review and comment; and
- Prepare and submit a final SPCC Plan to the District for signature and implementation. Both paper (in a 3-ring binder) and electronic (pdf) copies of the Plan would be provided. The final Plan would include a Professional Engineers stamp and certification.

(530) 677-1854
herreraengineering.net
steve@herreraengineering.net

5.3.1

Fee

The lump sum fee to provide the services would be: $3,500. The fee covers all labor and expenses, including printing, binding, communication and travel expenses, and other costs attributable explicitly to the proposed services.

Schedule

A draft Plan would be emailed to the District within 30 business days after receipt of authorization to proceed from the District. The final Plan would be provided within ten business days after receipt of District comments regarding the draft.

Conclusion

If the above proposal is acceptable, please

- Sign on the line provided below authorizing HEC to proceed to provide the proposed services to the District (or issue a Purchase Order)
- Send or email a copy of the signed letter or Purchase Order back to HEC for our records.

If you have any questions, please contact me directly.

Sincerely,

Stephen D Herrera, P.E.

President

SDH

Authorization to Proceed with Proposed Services
Western Placer Unified School District

(530) 677-1834
herreraengineering.net
steve@herreraengineering.net

5.3.2

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:
Contract with Economic Planning Systems, Inc. (EPS) to administer CFD 1 and 2 Fiscal Year 2014-15

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Heather Steer, Facilities Coordinator

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Restricted Facilities Fund 49

MEETING DATE:
May 20, 20174

ROLL CALL REQUIRED:
No

BACKGROUND:

Staff requests Board of Trustee ratification to the 2014-15 fiscal year contract with Economic Planning Systems, Inc. (EPS) for services related to Community Facilities Districts of the Western Placer Unified School District (CFD #1 and CFD #2). These services would consist of; reviewing the records for accuracy and verification, preparing list for Placer County Auditor-Controller for tax levy and any technical support thereof.

RECOMMENDATION:

Staff recommends ratification of contract for Community Facilities District Administration for Fiscal Year 2013-14 with Economic Planning Systems, Inc.

May 7, 2014

Scott Leaman
Superintendent
Western Unified School District
600 6th Street, Fourth Floor
Lincoln, CA 95648

Subject: Western Placer Unified School District Community Facilities District Administration—Fiscal Year 2014–15; EPS #142034

Dear Scott Leaman:

Economic & Planning Systems, Inc. (EPS) appreciates the opportunity to prepare the Fiscal Year (FY) 2014–15 Tax Reports for Community Facilities District (CFD) No. 1 and CFD No. 2.

The Economics of Land Use

Key Personnel

Managing Principal Jamie Gomes will serve as Principal-in-Charge of this project and will provide guidance and input as needed. Senior Vice President Russ Powell will serve as Project Manager and will conduct the day-to-day management of this project. Additional EPS staff may assist in identifying, collecting, and analyzing data.

Scope of Work

Task 1: FY 2014–15 CFD Administration

EPS will maintain the CFD parcel database and will respond to public inquiries.

Subtask 1.1: Review Records

EPS will review records of the City of Lincoln (City) and Placer County (County) to maintain and update a list of taxable parcels in the CFD. The list will contain Assessor's Parcel Numbers, development status, taxable status, FY in which parcel was first taxed as a "developed" parcel, and any other related data required to develop the annual special tax levy. Western Placer Unified School District (District) will periodically provide EPS with copies of building permit applications submitted to the District for residential development. EPS will record the building permit information in the database. After each database update of new residential development, EPS will provide an electronic copy of the database to the District.

Subtask 1.2: Prepare List

EPS will prepare a list of the special tax levy for delivery to the County Auditor-Controller and will work with the District to prepare and deliver all accompanying documentation of the special tax levy.

Economic & Planning Systems, Inc.
2295 Gateway Oaks Drive, Suite 250
Sacramento, CA 95833-4210
916 649 8010 tel
916 649 2070 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

Task 2: FY 2014–15 Technical Support

EPS will prepare an analysis supporting the annual continuing disclosure and other analyses. This task includes any other analysis of funding strategies for school facilities as directed by the District.

Schedule

By July 1, 2014, EPS will submit the FY 2014–15 annual tax levy and preliminary tax report to the District for review. After making any edits, the tax levy will be provided to the District electronically by July 7, 2014, and transmitted to the County Auditor-Controller by July 31, 2014.

Budget

The estimated budget to complete this work is **$14,000**, composed of $11,000 for **Task 1** and $3,000 for **Task 2**. EPS proposes that the budget for **Task 1** be a flat fee billed in three installments in June (20 percent), July (30 percent), and August (50 percent). EPS will charge for its services for **Task 2** on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, you will be billed only for the work completed up to the authorized budget amount. **Task 2** includes a $700 fee for data acquisition for access to current Assessor's data to identify taxable parcels and prepare disclosure reports. Travel, data, or reproduction expenses will be billed at cost, and invoices are submitted monthly and are payable on receipt. If additional work or meetings are required, EPS will request authorization for additional budget with the understanding that terms will be negotiated in good faith. EPS's Hourly Billing Rates and Terms and Conditions for Consulting Services are attached as part of this letter agreement.

Again, EPS appreciates the opportunity to work on this project. To approve this proposal, please sign below, return a signed copy of this letter agreement to EPS, and keep another copy for your records. If you have questions or require changes to this proposal, please call Project Manager Russ Powell at (916) 649-8010.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.

Jamie Gomes
Managing Principal

Attachments

Approved:

Western Placer Unified School District

5-9-14
Date

2014 Hourly Billing Rates

	Sacramento Office
Managing Principal	$245–$275
Senior Principal	$300
Principal	$245
Executive/Senior Vice President	$210
Vice President	$190
Senior Technical Associate	$175
Senior Associate	$165
Associate	$140
Research Analyst II	$90
Research Analyst I	$80
Production and Administrative Staff	$80

Billing rates updated annually.

Economic & Planning Systems, Inc.
Terms and Conditions for Consulting Services
EPS #142034

1. Authority

Each party has full power and authority to enter into and perform this contract, and the person signing this contract on behalf of each has been properly authorized and empowered to enter into this contract. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

2. Independent Contractor

It is specifically understood and agreed that in the creation and performance of this Agreement, CONSULTANT is an independent contractor, and is not and shall not be construed to be an employee or agent of the CLIENT.

3. Insurance

CONSULTANT shall maintain the following insurance:

3.1 Workers Compensation as required by law.

3.2 General Liability insurance policy of $1,000,000, $3,000,000 in aggregate, for personal injury and property damage.

3.3 Auto Liability insurance of $1,000,000, combined single limit for bodily injury and property damage covering all vehicles including hired, owned and non-owned vehicles.

3.4 Errors and Omissions/Professional Services Liability and Personal and Advertising Injury insurance in the amount of $2,000,000.

3.5 Excess/Umbrella Liability insurance in the amount of $1,000,000.

4. Personnel

The CONSULTANT represents that it is an equal opportunity employer and has, or will secure at its expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be authorized or permitted under State and Local law to perform such services.

5. Interest of Consultant

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

6. Publication, Reproduction, and Use of Material

CLIENT may publish, distribute, or otherwise use any data, information, reports, or other materials prepared under this Agreement by EPS (EPS Work Product), in whole or in part, for purposes of this Project (as described in an attached Work Order). This authority does not apply to any computer models or software used or developed as a result of this contract, unless a separate agreement is signed concerning the disposition of such materials. CLIENT acknowledges that EPS Work Product was prepared by EPS solely for contemporaneous use by CLIENT for this Project and that it is not intended for use at any other time, location, purpose or by any other party. Accordingly, CLIENT shall not, without the prior written consent of EPS (which EPS may withhold in its sole discretion), (i) use EPS Work Product for purposes unrelated to the Project, (ii) modify EPS Work Product, or (iii) disclose or distribute any EPS Work Product to any other person, firm, or entity. EPS shall be entitled to indemnification by CLIENT, pursuant to paragraph 13 hereof, if CLIENT breaches this provision, in addition to all other available remedies at law or in equity.

7. Confidentiality

Any reports, information, or data given to or prepared or assembled by the CONSULTANT under this Agreement shall not be made available to any individual or organization by the CONSULTANT without the prior written approval of the CLIENT. CONSULTANT is entitled to retain copies of all data, working papers, interim documents, memoranda, and reports produced under this Agreement. However, nothing contained herein shall prevent the disclosure of such information if compelled by legal process, and in the event thereof, only after notice to CLIENT.

8. Amendments to the Contract

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

9. Disputed Invoices

In the event that CLIENT disputes any item on an invoice, CLIENT shall notify the CONSULTANT of this disputed item within five working days of receipt of the invoice. CLIENT will approve payment of items on an invoice that are not in dispute and CLIENT and CONSULTANT will proceed to negotiate or arbitrate the disputed items as specified elsewhere in this Agreement.

10. Audits and Inspections

On reasonable notice, CLIENT may inspect any books, records, or other materials that pertain directly to this Agreement.

11. Compensation for Testimony and Preparation Thereof

If any legal action is brought in connection with the Agreement, other than an action that is solely the result of the incompetence or malfeasance by CONSULTANT, by or against a third party, and CLIENT requests that CONSULTANT or a Subconsultant, (or if CONSULTANT or a Subconsultant is otherwise required) to testify, provide information, produce materials, or

otherwise spend time on such action, then CLIENT shall pay CONSULTANT or Subconsultant for time expended at their standard rates then in effect, plus advance all related expenses and costs, including, but not limited to, reasonable attorneys' fees. Such compensation shall be in addition to the maximum charge for services defined in the Agreement.

12. Termination of Agreement

The CLIENT may, at its option, elect to cancel the contract at any time, by notice to CONSULTANT, on completion of any task described in the scope of services. In such event the CLIENT will pay to the CONSULTANT the amount due by virtue of completion of the products therefore delivered. If such cancellation is not based on any claim of CONSULTANT default, such payment shall include any sums withheld pursuant to this Agreement. In addition, the CONSULTANT shall be reimbursed (in addition to the payment) for that portion of the actual out-of-pocket costs not otherwise reimbursed under this Agreement previously incurred by the CONSULTANT during the period of the Agreement, which are directly attributable to the incomplete portion of the services covered by this Agreement.

13. Indemnification/Limitation of Liability

13.1 Each party agrees to indemnify, hold harmless, and defend the other party, and any employee or agent thereof (each of the foregoing being hereinafter referred to individually as the "Indemnified Party") against all liability, including reasonable attorneys' fees and costs, to third parties arising from the negligent acts or omissions of the Indemnifying Party or its agents in the performance of its obligations hereunder, or its breach hereof."

13.2 CLIENT agrees that CONSULTANT is not responsible for the identification of hazardous or toxic substances, waste or materials, or petroleum products and/or petroleum components or constituents, and is not liable for any conditions that stem from contamination from hazardous or toxic substances, waste or materials, or petroleum products and/or petroleum components or constituents.

14. Nondiscrimination and Equal Opportunity

Consultant and its subconsultants shall not unlawfully discriminate against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), gender, or gender orientation. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

15. Standard of Performance

All work performed by CONSULTANT for CLIENT pursuant to this Agreement shall be performed by qualified persons, and shall be performed in accordance with standards of performance generally applicable to the work in the community in which the work is performed.

As in all projects of this type, the estimated results are based on the continued competent and efficient management by CLIENT. In addition, the conclusions reached by EPS are based on the assumption that no significant changes in Project conditions will occur beyond those expressly discussed in EPS Work Product. EPS shall be able to rely on information provided to it by the CLIENT, and EPS shall have no responsibility to audit or otherwise verify such information.

16. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, power failures, earthquakes, or other disasters.

17. Arbitration and Attorneys Fees

In the event of a dispute in any manner relating to or arising out of this Agreement, the parties shall meet, confer, and negotiate in good faith in an attempt to resolve the dispute. In the event the parties are unable to resolve the dispute themselves, the dispute shall be resolved through binding arbitration in Sacramento County, State of California, under the Construction Industry Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc., (JAMS). In arbitrating any issue arising under this Agreement, the power and authority of the arbitrator shall include the power and authority to grant such equitable relief (including injunctive relief) as may be appropriate under the circumstances, in accordance with applicable law. The decision award of the arbitrator shall be binding on the parties and shall be enforceable by judgment entered in a court having jurisdiction. In the event the arbitrator determines there is a prevailing party in the arbitration, the prevailing party shall recover from the losing party all costs of arbitration, including all fees of the arbitrator and all attorneys' fees reasonably incurred by the prevailing party. The arbitrator shall have authority to order such limited discovery as the arbitrator shall deem relevant and appropriate.

18. Governing Law

This contract will be governed by and construed in accordance with the laws of the State of California.

19. Notice

Notice given under the terms of this Agreement shall be in writing and shall be effective the day it is mailed, properly addressed, to the party to receive such notice. Notice delivered other than by mail shall be effective when received. Any change of address of either of the parties shall be effective on receipt of notice of such change by the opposite party.

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:
Ratification of Professional Services Authorization with LPA, Inc. for Development of Elementary Educational Specifications

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Heather Steer, Facilities Coordinator

ENCLOSURES:
Yes

DEPARTMENT:
Facilities

FINANCIAL INPUT/SOURCE:
Restricted Facilities Fund 25

MEETING DATE:
May 20, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

One of the departmental goals for Facilities has been to update the Elementary Educational Specifications. The Educational Specifications serve not only as a defined goal of how we want our facilities to reflect our learning philosophies, but also a guideline for design and utilization. These are referred to during both new construction and modernization of educational facilities. The District's current Educational Specifications are dated back to 2001 and no longer reflect the needs or direction of the District. In addition to having an updated document for the District's use, the California Department of Education now requires submittal of updated educational specifications prior to any construction approval.

While the Facilities Department had hoped to complete the majority of this in-house, Staff has found that additional services and consultation is required in order to complete this task. Pricing quotes were received from both Board approved architectural firms.

The attached Professional Services Authorization is with LPA, Inc. for Development of Elementary Educational Specifications.

The Board approved a Master Agreement of Services with LPA in May of 2009.

RECOMMENDATION:

Staff recommends that the Board of Trustees ratify agreement with LPA, Inc.

LPA

PROFESSIONAL SERVICES AUTHORIZATION

Client:	Western Placer Unified School District	Project No.:	14097.10
	600 Sixth Street, Suite 400	Project:	Elementary School Educational Specifications
	Lincoln, CA 95648	Location:	Lincoln
		Office:	Roseville
Attn:	Heather Steer	Client Contract:	Heather Steer
Email:	hsteer@wpusd.k12.ca.us	Client Job No.:	
Phone:	(916) 645-5100 Fax:	LPA Contracts:	Donna Meyer

Date:	May 12, 2014
PSA No.:	0
Issued By:	Steve Newsom
LPA PIC:	Jon Mills
License #:	C21169
LPA PM:	Steve Newsom

Execution of this document will confirm your request for professional services. Please refer to the 'Terms and Conditions' on the back of this form for additional information. The 'Terms & Conditions' are a part of this Agreement. The Project is generally described as:

Elementary School Educational Specifications for the Western Placer Unified School District

LPA will provide: ☑ New Services ☐ Additional Services ☐ Revised Scope of Services

Services shall include:

Development of Elementary School Educational Specifications

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of **$0.00** and shall be completed:

Pursuant to project schedule.

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions' shown on the reverse side of this authorization. The 'Terms and Conditions' are a part of this Agreement.

Fee:	Fixed Fee	$31,000.00
Reimbursable Expenses:	Maximum	$3,000.00

The following consultants shall provide services for this scope of services:

Special Conditions:

Contract Status:	Services:	Expenses:	Contract Total:
Original Contract Amount:	$0.00	$0.00	$0.00
Total of Previous Addenda:	$0.00	$0.00	$0.00
Previous Totals:	$0.00	$0.00	$0.00
This PSA Amount:	$31,000.00	$3,000.00	$34,000.00
New Fee Totals:	$31,000.00	$3,000.00	$34,000.00

Client Authorized Signature — Date: 5-12-14

LPA Authorized Signature — Date: 5/12/14

Jon S. Mills, AIA, LEED® AP, Principal

Please return one fully executed copy to LPA, Inc. at: 5161 California Avenue, Suite 100, Irvine, CA 92617 Tel: 949.261.1001 Fax: 949.260.1190

5.5.1

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:

Ratification of Consulting Agreement between Placer County Office of Education (PCOE), on behalf of Herrera Engineering Consultants, Inc., and WPUSD For Engineering Services Industrial Stormwater and Permit Support Services

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business Services and Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund

MEETING DATE:

May 20, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

PCOE has contracted with Herrera Engineering Consultants Inc. to assist participating school districts to provide specialized engineering services to assist the District with compliance with the existing California General Permit for Discharges of Storm Water Associated with Industrial Activities. Included in the agreement are support services to certify and submit the Permit Registration Documents, including a Notice of Intent, site map, and a copy of a revised Storm Water Pollution Prevention Plan (SWPPP). The services also include implementing the revised SWPPP, which includes a Monitoring Implementation Plan and take corrective steps if storm water samples concentrations exceed Numeric Action Levels. The term of the agreement is from July 1, 2014 through June 30, 2018. The fee and payment schedule for the multiple years is attached.

RECOMMENDATION:

Administration recommends that the Board ratify the consulting agreement between Placer County Office of Education and Western Placer Unified School District.

AGREEMENT FOR SERVICES CONTRACTED FOR BY PCOE

This agreement ("Agreement") for consulting services offered by **Placer County Office of Education**, "PCOE", on behalf of **Herrera Engineering Consultants, Inc.**, "Consultant" is entered into between Gayle Garbolino-Mojica, Placer County Superintendent of Schools, in her capacity as the Chief Executive Officer "PCOE" and **WESTERN PLACER UNIFIED SCHOOL DISTRICT** ("Agency"). This Agreement is effective when signed by PCOE and Agency and for reference only is dated **7/1/2014**.

1.0 SCOPE OF SERVICES

Consultant shall provide the following specialized consulting services to Agency: **Engineering services to assist the Agency with compliance with the existing California General Permit for Discharges of Storm Water Associated with Industrial Activities (IGP).** These services to be provided by Consultant may be further described in Attachment A which is attached hereto and is incorporated herein by this reference.

2.0 FEES

Agency shall pay a lump sum amount to PCOE for all specialized services set forth herein on the fee schedule described on Attachment A.

3.0 RECORDS

Any records shall be maintained and stored by the Agency as may be required by the Education Code or other legal mandate. Copies of records may also be maintained and stored by PCOE.

4.0 WORK PRODUCT

All work product including intellectual property, such as trade secrets and copyrights, documents, records, files and supporting data accumulated, prepared and/or distributed by Consultant within the course and scope of this Agreement shall be as specified below the property of:

a. ☒ PCOE _____
b. ☒ Agency _____
c. ☐ Not Applicable _____

5.0 TERM

The term of this Agreement shall be from **July 1, 2014**, through **June 30, 2018**.

6.0 TERMINATION

Either party may terminate this Agreement by giving the other party at least thirty (30) calendar days written notice. In the event of the early termination of this Agreement by Agency, PCOE shall be paid the entire annual fee due the year and the year following the current year in which the Agreement is terminated.

7.0 PAYMENT

Unless established in Attachment A, PCOE will annually invoice Agency for any specialized services rendered on or before **May 1st**. Agency shall pay annual fees to PCOE before **June 30th**.

8.0 AMENDMENTS

Any amendments to this Agreement shall be in writing and signed by both parties.

9.0 STATUS OF CONSULTANT

Consultant is not a salaried employee of PCOE or of the Agency.

10.0 CERTIFICATION

The Agency shall be responsible for reviewing and verifying all data included in documents, forms, and reports prepared by Consultant on behalf of Agency. The Agency shall be responsible for meeting any certification requirements and if necessary, for consulting legal counsel as related to the preparation and submittal of documents, forms, and reports that Consultant prepares on behalf of Agency.

11.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

PLACER COUNTY SUPERINTENDENT OF SCHOOLS

Gayle Garbolino-Mojica

4/30/14
Date

AGENCY

(Signature of Agency Representative)

5/20/14
Date

Asst. Supt Business + Operations
Title

AGREEMENT FOR PCOE CONSULTING SERVICES

ATTACHMENT A – SCOPE OF SERVICES AND/OR FEE SCHEDULE

CONSULTANT, as requested and authorized by the DISTRICT SUPERINTENDENT, will provide the following services:

Consultant will assist with compliance with the California General Permit for Discharges of Storm Water Associated with Industrial Activities (IGP). A reissued IGP was adopted by the State Water Resources Control Board on April 1, 2014 as Order 2014-0057-DWQ. The reissued IGP, which becomes effective on July 1, 2015, indicates that:

- The existing IGP requirements remain in effect through June 30, 2015; and
- By July 1, 2015, each Placer County school district which has a bus maintenance facility will be required to:
  - ✓ Electronically certify and submit Permit Registration Documents (PRDs) , including a Notice of Intent (NOI), site map, and copy of a revised Storm Water Pollution Prevention Plan (SWPPP) on-line at the SWRCB SMARTS website and pay annual permit fee for purposes of obtaining continued coverage under the reissued IGP; and
  - ✓ Implement the revised SWPPP, which will include a Monitoring Implementation Plan, and take corrective steps if storm water sample concentrations exceed Numeric Action Levels (NALs).

Scope of Services

The proposed services for 2014-15 (July 1, 2014 through June 30, 2015) through 2017-18 (July 1, 2017 through June 30, 2018) consist of the following:

PRDs, including SWPPPs

The following services would be provided to existing participants during 2014-15:

- Task 1A. Revised SWPPP and PRDs – Existing Participants. HEC will prepare a revised SWPPP for each existing participant. The SWPPP will contain the information, BMPs and maps necessary to comply with the new and revised requirements that are contained in the reissued IGP, including the new Monitoring Implementation Plan. A pdf copy of the draft SWPPP will be emailed to the participant for review. After receiving comments from the participant, a final SWPPP will be prepared and pdf and paper copies will be provided to the participant. HEC will then prepare the Notice of Intent, upload the required documents at the SWRCB SMARTS website, and notify the participant that the PRDs are ready to certify and submit for purposes of continuing permit coverage under the reissued IGP.
- Task 1B. New SWPPP and PRDs – New Participants. HEC will prepare a revised SWPPP for each new participant. The SWPPP will contain the information, BMPs and maps necessary to comply with the new and revised requirements that are contained in the

reissued IGP, including the Monitoring Implementation Plan. A pdf copy of the draft SWPPP will be emailed to the participant for review. After receiving comments from the participant, a final SWPPP will be prepared and pdf and paper copies will be provided to the participant. HEC will then prepare the Notice of Intent, upload the required documents at the SWRCB SMARTS website, and notify the participant that the PRDs are ready to certify and submit for purposes of obtaining permit coverage under the reissued IGP.

2014-15

- Task 2A. Group Training Workshop. Conduct one workshop for all participants in September 2014 at the PCOE offices in Auburn, California. The purpose of the workshop would be to provide training for all participants regarding required best management practices (BMPs) to prevent stormwater pollution and monitoring requirements, and present a summary of the stormwater sampling results for 2013-14. At the workshop, the attendees would also be briefed regarding the new requirements that will become effective on July 1, 2015, and the plan for preparation of revised SWPPPs and train district staff regarding the new or revised requirements.

- Task 2B. Annual Comprehensive Site Compliance Evaluations (ACSCEs)/ Sample Support.

  - ✓ Conduct ACSCEs at each school bus maintenance facility accompanied by district staff. The purpose of the ACSCE will be to verify that the district monitoring records are complete and that the SWPPP is being properly implemented. The results from the ACSCE will be summarized in a report that will be submitted to the district for signature;

  - ✓ Notify each participant via email regarding upcoming rain events that are predicted by the National Weather Service as having a 50 percent or greater probability;

  - ✓ Review each storm water sample analysis within 7 days of receipt to confirm the results appear reasonable. If the results seem unusual, we will contact the lab to verify the report is correct; and

  - ✓ Prepare sample results letters that summarize the results from storm water samples and provide recommendations for steps that could be taken to improve storm runoff quality.

- Task 2C. New SWPPP Workshop. Conduct one workshop in May 2015 at the PCOE offices in Auburn, California. The purpose of the workshop would be to provide training for school district personnel regarding the new SWPPP requirements, including the minimum BMPs, the substantially revised monitoring requirements, and the Exceedance Response Actions that must be taken after Numeric Action Level (NAL) exceedances.

- Task 2D. Annual Reports. By June 30, 2015:

  - ✓ Prepare an electronic on-line annual report for each school district to submit to the SWRCB via the SMARTS website. The draft reports will be prepared based on observation records prepared by each district, the storm water sample analyses and the

results from the ACSCE. We will notify the district when the annual report is ready for review, certification and submittal.

- ✓ Register district as a Compliance Group Participant allowing for a reduced sample collection frequency beginning in 2015-16 under the reissued IGP.

2015-16 through 2017-18

- Task 3A. Group Training Workshop. Conduct one workshop in July or August of each year at the PCOE offices in Auburn, California to provide training for school district personnel regarding the new SWPPP best management practice (BMP) and monitoring requirements and present a summary of the results from sampling during the previous 12 months.

- Task 3B. Annual Comprehensive Facility Compliance Evaluations (Annual Evaluations)/ Sample Support.
  - ✓ Conduct Annual Evaluations at each school bus maintenance facility accompanied by district staff. This task will include verification that the monitoring records are complete and that the SWPPP is being properly implemented; inspection of all areas of industrial activity, all drainage areas, all BMPs (and include a BMP effectiveness assessment). The results from the Annual Evaluation will be summarized in a report submitted to the district for signature;
  - ✓ Revise the SWPPP within 30-days, if needed, to address significant changes at the facility noted during the Annual Evaluation;
  - ✓ Notify each participant via email regarding upcoming rain events that are predicted by the National Weather Service as having a 50 percent or greater probability;
  - ✓ Review each storm water sample analysis within 7 days of receipt to confirm the results appear reasonable. If the results seem unusual, we will contact the lab to verify the report is correct;
  - ✓ Upload the sample analyses onto the SWRCB SMARTS website within 30 days of district receipt, and notify the participant that the analyses are ready to submit;
  - ✓ Prepare sample results letters that summarize the results from storm water samples and provide recommendations for steps that could be taken to improve storm runoff quality; and
  - ✓ When applicable, prepare the SMARTS documentation needed to allow participants to be approved for a further reduced sample collection frequency and notify the participant that the request is ready to submit.

- Task 3C. Annual Reports. Prepare an electronic on-line annual report for each school district to submit to the SWRCB via the SMARTS website by June 30 of each year. The draft reports will be prepared based on observation records prepared by each district,

the storm water sample analyses, and the results from the Annual Evaluation. Consultant will notify the district when the annual report is ready for review, certification, and submittal.

Fee

The lump sum fees to provide the services during each year are shown in Exhibit A. It has been assumed that each district will continue to pay:

- The required annual permit fee to the SWRCB; and
- The costs for storm water sample analyses directly to the analytical laboratory.
- The costs for preparing the additional reports and implementing related corrective steps that will be required if the district's stormwater sample results exceed NALs.

EXHIBIT A – FEE SCHEDULE & PAYMENT SCHEDULE

1.0 FEE SCHEDULE

Industrial Storm Water Permit Support Services

Permit Registration Documents (including SWPPP)

Task 1A. PRDs - Existing Participant	Lump sum fee per bus facility	$3,770

Annual Support Services

2014-15

Task 2A. Group Training Workshop	Lump sum fee per bus facility	$550
Task 2B. ACSCEs	Lump sum fee per bus facility	$1,290
Task 2C. New SWPPP Workshop	Lump sum fee per bus facility	$550
Task 2D. Annual Reports	Lump sum fee per bus facility	$430
	Total for year (includes task 1A)	**$6,590**

2015-16

Task 3A. Group Training Workshop	Lump sum fee per bus facility	$560
Task 3B. Annual Evaluations	Lump sum fee per bus facility	$1,510
Task 3C. Annual Reports	Lump sum fee per bus facility	$490
	Total for year	**$2,560**

2016-17

Task 3A. Group Training Workshop	Lump sum fee per bus facility	$570
Task 3B. Annual Evaluations	Lump sum fee per bus facility	$1,560
Task 3C. Annual Reports	Lump sum fee per bus facility	$540
	Total for year	**$2,670**

2017-18

Task 3A. Group Training Workshop	Lump sum fee per bus facility	$590
Task 3B. Annual Evaluations	Lump sum fee per bus facility	$1,620
Task 3C. Annual Reports	Lump sum fee per bus facility	$600
	Total for year	**$2,810**
	Contract Period Total	**$14,630**

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:
Student Discipline
Stipulated Expulsion Students #13-14-P

AGENDA ITEM AREA:
Consent Session

REQUESTED BY:
Michael Doherty
District Hearing Officer

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 20, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will disclose any action taken during Closed Session in regards to the expulsion of Students #13-14-P

RECOMMENDATION:

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

wp/rk/factform

INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF 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:
Consider Approving Salary Revision for Director of Special Education position and the Revised Salary Schedule for Certificated Management

AGENDA ITEM AREA:
Discussion/Action

REQUESTED BY:
Ryan Davis
Assistant Superintendent of Personnel Services

ENCLOSURES:
Revised Certificated Management Salary Schedule

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
Federal and State Categorical and Special Education Funding

MEETING DATE:
May 20, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

After having recently been unsuccessful in ascertaining a new hire for the vacant position of Director of Special Education after an extensive search and also needing to attract a larger pool of well qualified candidates, the district administration is recommending to increase the 5 step salary schedule for the Director of Special Education position. Administration has reviewed comparable districts salaries for this position and we are very low comparably. The proposed revised salary range would be from $98,061 to $110,279 across 5 steps. The current range is from $93,391 to $105,028 across 5 steps. Although still in the lower range comparably, we believe the revised salary would assist with attracting well qualified candidates. The revised Certificated Salary Schedule, is included for your approval. The only change to the Salary Schedule is the revision to the Director of Special Education salary placement.

RECOMMENDATION:

Administration recommends the Board Approve the Revised Certificated Management Salary Schedule.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Certificated Management
2014-2015 Salary Schedule

Position Classification	Duty Days	Car Allowance	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
District Psychologist	192	200.00	64,332	69,139	73,946	78,755	83,562
**Program Support Specialist Interventions	210	125.00	71,425	73,568	75,776	78,048	80,386
Special Education Program Spec.	207	200.00	79,134	81,513	83,870	86,221	88,594
Elementary Asst. Principal	204	75.00	80,574	82,992	85,481	88,047	90,688
Preschool Program Coordinator	195	75.00	77,019	79,331	81,710	84,163	86,687
Middle School Asst. Principal	204	75.00	83,045	85,620	88,198	90,771	93,347
Director of Spec.Education	220	200.00	**98,061**	**100,922**	**103,948**	**107,066**	**110,279**
Elementary Principal	210	100.00	90,335	93,129	95,923	98,721	101,519
High School Asst. Principal	210	200.00	90,592	93,374	96,186	98,996	101,800
Middle School Principal	210	100.00	93,458	96,328	99,230	102,129	105,021
Continuation High School Principal	210	100.00	90,776	93,563	96,381	99,197	102,006
Director of Human Services	220	200.00	97,112	100,113	103,106	106,095	109,096
High School Principal	220	200.00	103,958	107,171	110,374	113,575	116,787
Director of Educational Services	220	200.00	93,391	96,116	98,998	101,968	105,028

District paid life insurance ($8.33) - MA Stipend - $1,223 - District paid ACSA dues (Suspended for the 2012-2013 school yr.) Retiree benefits as stipulated at Board of Trustee's meeting, March 7, 2000 (after 10 yrs.of service w/WPUSD, entitled to $2775 per year for 5 years) or Board of Trustee's meeting January 15, 2008 after 15 years (those offered in the agreement between the district and WPTA at Section XIV, E.2

Longevity - Based on administrative years of service in the WPUSD

5 years in administration	2.5% added to base salary
10 years in administration	3.0% added to base salary
15 years in administration	3.5% added to base salary
20 years in administration	4.0% added to base salary
1/2% Every 5 years After	

Revised 6/19/01 - K-5 5%, 6-12 3%, Directors 3.87% added to 2000-01 schedule, effective 7/1/01
Revised 10/21/03 - .5% added to 2001-02 schedule, effective 7/1/02
Revised 10/21/03 - 2% added to 2002-03 schedule, effective 7/1/03
Revised 7/1/04 - Reclass Middle School Principal, Elementary School Principal, High School Principal
1.5% added to 2003-04 schedule, effective 7/1/04 for remainder positions on salary shcedule
Revised 6/20/06 - 9% added to 2004-05 schedule for all positions except Elementary Asst. Principal (6%) and Director of Special Ed. (Reclassified)
Revised 71/07 - 4% added to 2006/2007 schedule for all positions except H.S. Assist. Princ. (4.35%)
Revised 8/1/09 - 3% added to 2007/2008 schedule effective 7/1/09 for Sp. Ed. Program Spec.& Dir., Human Ser.; 4.75% for District Psychologist; 5.41% for Elem. Assist. Princ.& Elem. Princ.; 6% for Prog. Sup. Spec.; 6.43% for Mid. Sch. Princ.;7.42% for H.S. Assist. Princ.; 8% for Dir. Sp.Ed., Mid. Sch. Princ., Continuation H.S. Princ. & H.S. Princ. Also Changed H.S. Principal days from 222 to 220
Revised 7/1/11 - Salary Schedule reflects 4 furlough days
Revised 7/1/12 - Salary Schedule reflects 8 furlough days
Revised 7/1/13 - Salary Schedule reflects 4 furlough days
Revised 7/1/14 - 5% added to 2014-2015 schedule for Director of Special Ed.
**Contingent Upon Continuing Grant Funding

8.1.1

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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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:
PG&E HVAC Quality Maintenance Program

AGENDA ITEM AREA:
Information/Discussion

REQUESTED BY:
Audrey Kilpatrick, Assistant Superintendent
Heather Steer, Facilities Coordinator

ENCLOSURES:
No

DEPARTMENT:
Facilities and Maintenance

FINANCIAL INPUT/SOURCE:
Ongoing and Major Maintenance,
Deferred Maintenance,
Utility Budget

MEETING DATE:
May 20, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

In November of 2013, Staff presented the Board of Trustees with information on PG&E's HVAC Quality Maintenance Program.

During that session, further information regarding the estimation of incentives was requested from the Board. This task required Maintenance staff to notate all non-central plant units throughout the District during Spring Break.

Staff will be presenting a brief review of this program, estimations of incentives, as well as estimated costs. Staff will be continuing to review the possible benefits of this program and will report to the Board on any future actions taken.

RECOMMENDATION:

Staff requests that the Board of Trustees review the presented information and provide input.

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:

Pepsi Beverages Company Contract
July 1, 2014 - June 30, 2017

AGENDA ITEM AREA:

Action

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Fund – School Site Local Revenue
Cafeteria Fund – Local Revenue

MEETING DATE:

June 3, 2014

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract sets forth the agreement ("Agreement") between Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company ("Pepsi") and Western Placer Unified School District, relating to the purchase by the Customer from Pepsi of the Products.

Pepsi will place beverage machines on all campuses for student and faculty use. All beverages will comply Federal, State and District board policy nutritional standards.

Pepsi shall provide one-time and annual financial and product incentives. The District with receive initial support funds in the amount of Five Thousand Dollars ($5,000) that will be distributed out to all school sites based on enrollment. An additional annual donation o 300 cases of water will be distributed out to all sites, Lincoln High School will receive a one-time donation of $1,000 to the scoreboard, an on-going $500 donation to the athletic department and an annual donation of beverages to the high school's Grad Nite. Funds from the sale of water and beverages will be allocated to the Cafeteria program, each school or a 50/50 percentage division with the Cafeteria program and the middle schools and high school for athletic events on campus. The contract, terms and machine placement were discussed with all principals, the Director of Food Services and Management. The contract period would be effective July 1, 2014 to September 30, 2014.

RECOMMENDATION:

Administration recommends Board approve the contract to form with Pepsi Beverages Company

PEPSI BEVERAGES COMPANY

BEVERAGE SALES AGREEMENT

This sets forth the agreement ("Agreement") between Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, a Delaware limited liability company with an office located at **750 Sutter Street Yuba City, CA 95993** ("Pepsi") and **Western Placer Unified School District**, a California corporation, with its principal place of business at **600 Sixth Street Lincoln, CA, CA 95648**(the "Customer") relating to the purchase by the Customer from Pepsi of the Products. The support described below is in lieu of any other discounts, allowances or rebates to which the Customer might otherwise be entitled from time to time.

Definitions

As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.

"Beverage" or "Beverages" means all carbonated and non-carbonated, non-alcoholic drinks, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) bottled or canned water whether carbonated or still (spring, mineral or purified), and (viii) frozen slushy beverages (ix) any future categories of nonalcoholic beverage products that may be distributed by Pepsi.

"Cases" shall mean the number of cases of Packaged Products purchased by the Customer from Pepsi, initially delivered in quantities of 24, 15, and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.

"Gallons" shall mean the number of gallons of the Postmix Products purchased by the Customer from Pepsi.

"Outlets" shall mean the existing Customer facilities operated under the PBC trademarks as listed in attached Exhibit A and shall include any restaurant, outlet or other facility in the Customer's system that may be opened or acquired by the Customer under those trademarks during the Term (the "Outlets"). In the event that new Outlets are added during the Term of this Agreement, the parties shall create an updated Exhibit A and attach it hereto. The Outlets shall include the parking garages or other Customer-owned/controlled/operated surrounding areas located at or within those facilities.

"Packaged Products" shall mean Beverages that are distributed in pre-packaged form (e.g., bottles and cans). A current list of Pepsi's Packaged Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

"Postmix Products" shall mean Beverages used to create and dispense fountain beverages. A current list of Pepsi's Postmix Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

"Products" shall mean Postmix Products and Packaged Products manufactured, bottled, sold and/or distributed by Pepsi.

"Year" shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

1. **Term**

The term of this Agreement shall commence on **July 1, 2014** and expire upon the later of **June 30, 2019** or at such time as Customer's collective purchases of Products meets or exceeds a volume threshold (the "Volume Threshold") of **1,500** Gallons and Cases (the "Term"). For the purposes of measuring the Volume Threshold only, 1 Case of Packaged Product shall be deemed equal to 1 Gallon of Postmix Product. Thus, in the event the Volume Threshold is not met on or before the date indicated above, then the Term shall automatically extend for the period of time necessary until the Volume Threshold has been met (the "Automatic Extension"). Except for applicable Marketing Support Funds, which may be earned during the Automatic Extension; Pepsi shall not provide any other consideration to Customer. When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

2. **Scope**

(A) **Exclusive Pouring Rights**

During the Term of this Agreement Pepsi shall have the exclusive right to make all Beverages (including Fountain Products and Packaged Products) available for sale and distribution within the Customer's Outlets, including at all locations located within the Outlets where Beverages are sold and catering operations for Customer or its Outlets. Accordingly, the Products shall be the only Beverages of their respective type sold, dispensed or served anywhere at the Outlets, and Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements for such Products directly and exclusively from Pepsi.

(B) **Ancillary Products**

During the Term, Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements for carbon dioxide and branded disposable cups ("Ancillary Products") exclusively from Pepsi.

(C) **Advertising Rights**

Pepsi may advertise and promote its Products in and with respect to the Customer and its Outlets upon mutually agreed to terms and conditions.

3. **Performance**

This Agreement, including all of Pepsi's support to the Customer as described below, is contingent upon the Customer complying with all of the following performance criteria:

(A) **Exclusivity.** The Products shall be the exclusive Beverage of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Outlets by any method or through any medium whatsoever (including without limitation print, broadcast, direct mail, coupons, handbills, displays and signage), whether public or private. In no event shall there be served, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted, beverage products licensed by, or produced by bottlers licensed by, The Coca-Cola Company or any affiliate thereof, or any other supplier of competitive nonalcoholic Beverages.

(B) **Product Mix.** The Customer represents that it shall purchase and shall cause its Outlets to purchase Products exclusively from Pepsi and that it shall use reasonable efforts to maintain a mix of both Postmix Products and Packaged Products at each of the Outlets throughout the Term.

(C) **Fountain Products.** The Customer shall only use the Postmix Products for use in preparing the fountain beverage products (the "Fountain Products"): (i) in accordance with the standards established by Pepsi; and (ii) only for immediate or imminent consumption and shall not resell the Postmix Products either to nonaffiliated outlets or to consumers in any form other than the Fountain Products.

(D) **Brand ID.** The Customer shall have appropriate brand identification, as identified by Pepsi, for each Beverage Product served on all menus (including catering), menuboards and postmix dispensing valves at each of the Outlets throughout the Term.

(E) **Changes in Outlet(s).** The Customer agrees that it shall promptly notify Pepsi, in writing, of each new Outlet which is opened or acquired during the Term, as well as of any Outlet which is closed, sold or otherwise disposed of during the Term so that the parties may promptly update Exhibit A.

4. **Consideration**

In consideration of the exclusive rights granted to Pepsi by Customer over the Term of this Agreement, and provided Customer is not in breach of this Agreement, Pepsi shall provide Customer with the following:

(A) **Initial Support Funds.** Pepsi shall provide Customer with initial support funds in the amount of **Five Thousand Dollars ($5,000),** payable to the Customer within sixty (60) days of the signing of this Agreement by both parties (the "Initial Support Funds"). The Initial Support Funds are earned by the Customer over the Term. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Initial Support Funds will be repaid to Pepsi pursuant to the terms of Section 7(B)(1) herein.

Marketing Support Funds Amount	Applicable Products
$5,000 (One time)	**Supports marketing for Customer**
35% commission on all vending.	**All products in vending-$1.25 for CSD & Water, $1.00 for 12oz Gatorade & 12oz Juices**
300 donated cases annually-12oz cans or water	**12oz cans or 12oz Aquafina only**

The parties agree that Pepsi shall not accrue or pay any Marketing Support Funds for sales to Outlets that are in breach of the Performance Requirements listed in Section 3 above. Customer agrees that the Marketing Support Funds shall be used in part to help offset costs associated with mutually agreed upon marketing programs and promotions throughout the Term.

(B) **Free Equipment Loan and Service.** As further outlined in Section 5 below, Pepsi shall provide at no cost to Customer or the Outlets necessary dispensing/selling Equipment for Beverages at the Outlets. Such Equipment shall be in sufficient quantities (in light of sales volume) as determined by Pepsi to satisfy the Outlet's reasonable needs.

5. Equipment

Pepsi will loan each Outlet, at no charge, appropriate equipment for dispensing the Products during the Term ("Equipment"). Customer agrees that the Equipment shall be exclusively used to display and merchandise the Products, and the Customer shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Pepsi will also provide, at no charge to the Customer, service to the Equipment. Title to such Equipment will remain vested in Pepsi or its affiliate and all such Equipment will be returned to Pepsi upon expiration or earlier termination of this Agreement. Each Year during the Term or at Pepsi's request, Customer shall provide Pepsi with a written Equipment verification list indicating the asset number, Equipment type and location of the Equipment loaned to the Customer pursuant to this Agreement. Failure to provide such verification list to Pepsi shall be deemed a material breach of this Agreement.

Pepsi will provide, at no charge to the Customer, preventative maintenance and service to the Equipment. Pepsi will also provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. Pepsi will promptly respond to each applicable Customer request, and will use reasonable efforts to remedy the related Equipment problem as soon as possible.

6. Pricing

Pepsi will provide Customer/Outlets a complete supply of Products during the Term of this Agreement and shall deliver such Products in a timely manner (based on mutually agreed upon delivery schedules) and in good and sanitary condition. The Products and Ancillary Products shall be purchased by the Customer from Pepsi at prices established by Pepsi. The current pricing schedule for Products is set forth on attached Exhibit A. Thereafter, the prices may be changed from time to time at Pepsi's discretion, except that Pepsi shall provide thirty (30) days notice of any price increases during the Term.

7. General Terms

(A) **Termination.** Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice. If for any reason the Customer closes one or more of its Outlets for a period of ten (10) business days or more, then such event shall be deemed a material breach of this Agreement, and Pepsi shall have the right to immediately terminate this Agreement upon five (5) days prior written notice.

In the event of breach of this Agreement by one or more Outlet(s), the parties agree that Pepsi shall have the option, in lieu of termination of the entire Agreement, to terminate the Agreement only as it pertains to the applicable breaching Outlet(s) and to obtain an equitable reimbursement for the portions of funding and other costs attributable to such breaching Outlet(s).

(B) **Remedies.** If Pepsi terminates this Agreement as a result of default by Customer or its Outlets, then Customer and its Outlets will surrender to Pepsi all Equipment provided by Pepsi and shall forfeit all funding not paid as of the date of termination. In addition, Pepsi shall have the right to immediately seek reimbursement from Customer and the Outlets for the following:

(1) A payment reflecting reimbursement for all funding previously advanced by Pepsi but not earned by the Customer pursuant to the terms of this Agreement. With regard to the Initial Support Funds, the amount of such reimbursement shall be determined by multiplying the Initial Support Funds by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is the higher of 48 months or the number of months expected to comprise the Term based on volume trends as of the time of termination and the Volume Threshold. With regard to the Annual Support Funds, the amount of such reimbursement shall be determined by multiplying Annual Support Funds by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is 12;

(2) A payment to Pepsi reflecting reimbursement for the cost of installation, service and refurbishing of Equipment provided during the Term and the cost of removal of all Equipment that has been installed in the Outlets, if applicable; and

(3) A payment for liquidated damages, for lost profits suffered by Pepsi as a result of such termination, equal to the product of $5.00 multiplied by the projected number of collective Gallons/Cases of Products that Customer and its Outlets would have been expected to purchase during the remainder of the Term ("Expected Volume"); for the purposes of this calculation, 1 Case shall equal 1 Gallon and the Expected Volume amount shall be the higher of the amount of collective Cases/Gallons left to obtain the Volume Threshold or the amount of collective Cases/Gallons Customer would have been expected to purchase using Customer's current average weekly purchases during the Term as of the date of termination.

(C) **Expiration.** Upon expiration of this Agreement, if Customer has not entered into a further agreement with Pepsi for the purchase of the Products, Customer shall surrender to Pepsi all Equipment installed in the Outlets, whether leased, loaned or otherwise made available by Pepsi.

(D) **Right of Offset.** Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer or its Outlets for Products ordered from and delivered by Pepsi pursuant to this Agreement.

(E) **Non-Disclosure**. Except as may otherwise be required by law or legal process, neither party shall disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other.

(F) **Indemnification**. Pepsi will indemnify and hold the Customer harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of the Products; and/or (iii) the negligence or willful misconduct of Pepsi. The Customer will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out

of: (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the Customer.

(G) **Assignment.** In the event that a third party acquires Customer or all or a group of the Outlets, or if Customer is acquired or merges with a third party, Customer will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party/merged entity within ten (10) days following the closing of the transaction, Pepsi may, at its option, terminate this Agreement effective immediately and Customer will pay to Pepsi all sums specified in paragraph 7(B) herein. The Agreement shall not be otherwise assignable without the express written consent of Pepsi.

(H) **Governing Law.** This Agreement shall be governed by the laws of the State of New York without regard to conflict of laws principles.

(I) **Price Discrepancy.** Any price discrepancy claim must be submitted to Pepsi within 365 days of the date of the invoice in question. If the Customer makes a price discrepancy claim within 90 days of the invoice date, the Customer must submit a written request specifying the particular Beverage Product, amount in dispute and reason for the dispute. This request should be addressed to:

Accounts Receivable
Pepsi-Cola Customer Service Center
P.O. Box 10
Winston-Salem, North Carolina 27102.

If the Customer makes a price discrepancy claim from 91 to 365 days after the date of invoice, in addition to the written request as specified above, the Customer must submit to Pepsi a copy of the invoice in question, copies of any check remittances pursuant to the invoice in question and any additional supporting documentation.

(J) **Tax.** The Customer acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the Customer in connection with the consideration or any other fees payable by Pepsi under this Agreement. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Outlets.

(K) **Force Majeure.** Pepsi will not be responsible for any delay or lack of delivery resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of Pepsi or that of the suppliers to Pepsi unless such contingency is specifically excluded in another part of this Agreement. Subject to the provisions below, this Agreement will be suspended as to both Beverage Product and delivery during any of the above force majeure contingencies. Any and all suspended deliveries will resume after such contingencies cease to exist, if possible, and this Agreement will resume in accordance with its terms, unless otherwise provided for herein.

(L) **Release, Discharge or Waiver.** No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both

parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

(M) **Relationship of the Parties.** The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.

(N) **Effect of Headings.** The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

(O) **Construction.** This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion, and shall be in writing unless otherwise mutually agreed by the parties. If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

(P) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(Q) **Further Assurances.** Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

(R) **Notices.** Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or by telecopier, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:

If to Pepsi:

Pepsi Beverages Company
750 Sutter Street
Yuba City, CA 95991
Attn: Director, FoodService

With a copy to (which shall not constitute notice):

Pepsi Beverages Company

One Pepsi Way
Somers, NY 10589
Attn: Legal Department

If to Customer:

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

(S) **Right of First Negotiation/Refusal.** As of the commencement of this Agreement until ninety (90) days prior to the expiration of the Term, the Customer hereby agrees to grant Pepsi exclusive negotiation rights with respect to extending the current Agreement or entering into a new agreement for Beverage pouring rights at the Outlets upon expiration of the current Term. Thereafter, if the parties have not entered into a new agreement, the Customer shall be free to enter into discussions/negotiations with third parties except that Customer shall grant Pepsi the absolute right of first refusal to match any bona fide offers made by a third party with respect to Beverage pouring rights/sales at the Outlets. The Customer shall provide Pepsi with details of any such bona fide offers, and Pepsi shall have a fifteen (15) day window to decide whether it will match such offer and exercise its right of first refusal. The parties agree that beverage type/category and not brand names shall be considered for the purposes of determining a match. In the event that Pepsi declines to match such offer, or fails to respond within the fifteen (15) day period, then Customer shall be free to enter into an agreement with any third party based on terms and conditions equal or favorable to those presented to Pepsi in connection with the notice specified herein.

(T) Pepsi reserves the right to limit quantities, withhold or deduct funding as an offset to amounts not paid by Customer or terminate this Agreement if the Customer (i) sells Products directly or indirectly for resale outside of the Pepsi's exclusive territory where the Outlet operates, (ii) purchases Products outside Pepsi's exclusive territory where the Outlet operates and resells such Products within Pepsi's exclusive territory or (iii) does not comply with Pepsi's payment terms or makes an unauthorized deduction from amounts due.

(U) **Entire Agreement**. This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

(V) **Customer Representations.** Customer represents and warrants to Pepsi that the execution, delivery and performance of this Agreement by Customer will not violate any agreements with, or rights of, third parties. The Customer and undersigned represent that the undersigned is duly authorized and empowered to bind the Customer to the terms and conditions of this Agreement for the duration of the Term.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

Bottling Group, LLC

By: _____
Print Name: Randy Agnew
Title: Food Service Representative (FSR)
Date: _____

Customer: **Western Placer Unified SD**
Federal Tax ID #:

By: _____
Print Name: _____
Title: _____
Date: _____

Exhibit A
Products and Prices

	Per-	Per Box

8.3.9

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:

May Revision – Update of 2014-15 Governor's Proposed State Budget

AGENDA ITEM AREA:

Information/Discussion

REQUESTED BY:

Audrey Kilpatrick
Assistant Superintendent Business & Operations

ENCLOSURES:

Provided at Board Meeting

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

N/A

MEETING DATE:

May 20, 2013

ROLL CALL REQUIRED:

No

BACKGROUND:

On May 14, 2014, Governor Jerry Brown released his May Revision to the proposals for the 2014-15 State Budget. The May Revision is a statutory opportunity for the Governor to recast his proposals in light of the latest economic data.

Staff is reviewing the information and details of the Governor's May Revision and will also be attending the School Services of California May Revise conference on May 19, 2014 where more detailed information will be provided.

Staff will update the Board of Trustees on the latest 2014-15 State budget information based on the Governor's May Revision and the effect on the District for the 2014-15 fiscal year.

RECOMMENDATION:

This is an information item only. No action is required at this time.

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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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 for Director of Technology
As Senior Management of the Classified Service

AGENDA ITEM AREA:
Action

REQUESTED BY:
Ryan Davis
Assistant Superintendent of
Personnel Services

ENCLOSURES:
Yes. Contract for Director of Technology

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
All

MEETING DATE:
May 20, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

After an extensive search and multi-level interviews, Kevin Kurtz has been selected as the new Director of Technology which is Senior Management of the Classified Service Position pursuant with Educaton Code sections 45100.5 and 45108.5. The attached contract is being forwarded to the Board for Ratification.

RECOMMENDATION:

Approve the ratification of the contract.

WESTERN PLACER UNIFIED SCHOOL DISTRICT
AGREEMENT FOR EMPLOYMENT OF
DISTRICT DIRECTOR OF TECHNOLOGY

This Agreement for Employment of District Director of Technology ("Agreement) is entered into on July 1, 2014, by and between the Western Placer Unified School District Board of trustees (hereinafter referred to as "Board") of and on behalf of the Western Placer Unified School District (hereinafter referred to as "the District") and Kevin Kurtz (hereinafter referred to as "Director of Technology").

1. Term:

Pursuant to California Education Code 45100.5 and 45108.5, the Governing Board hereby employs the Director of Technology commencing July 1, 2014 and ending on June 30, 2015 unless otherwise terminated or extended. The provisions of this Agreement shall become effective on commencement of employment.

2. Salary:

The Director of Technology's base salary shall be $102,229.00 annually, paid in 12 equal monthly payments. The Director of Technology shall also be compensated for Longevity in the amount of 2.5% and an annual master's stipend in the amount of $1,223.00 in addition to the base salary described above.

3. Duties:

The Director of Technology shall serve as the Director of Technology of the Western Placer Unified School District according to the board adopted job description. The Director of Technology shall do and perform all services, acts, or things necessary or advisable to manage and conduct the technology department of District in this capacity, subject at all times to applicable state and federal laws and the policies set by District's Governing Board, and subject to the consent of the Board when required by the terms of this Agreement or by Board Ordinances, Policies, Rules, or direction, or by applicable law. .

4. Work Year:

This is a twelve month position (260 workday Calendar). The Director of Technology shall render twelve (12) months of full and regular service to the District during the annual period covered by this Agreement. The scheduled workdays and any amendments requested to the work year calendar shall be determined by the Superintendent, in consultation with the Director of Technology. Any substitution of days to be worked or other changes to the schedule must be approved in advance by the Superintendent. The year is normally exclusive of Saturdays, Sundays, and holidays, unless work on such days is otherwise approved by the Superintendent. Any additional days to be worked by the Director of Technology, must be approved in advance and in writing by the Superintendent, shall be paid at the daily rate. The Director of Technology's daily rate shall be computed by dividing the annual salary by 260.

8.5.1

5. Health and Welfare Benefits:

The Director of Technology shall be provided the same health and welfare benefits as other classified management employees of the District including the same allowances and caps.

6. Reimbursement of Personal Expenses:

The District shall promptly reimburse the Director of Technology for all reasonable and necessary personal expenses incurred by him in connection with performance of his responsibilities to the District, under the direction of the supervisor. Each such expenditure shall be reimbursable only if the Director of Technology furnishes to the District adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of each such expenditure. Such expenses, include, but are not limited to, the expenses incurred in the attendance of regional, state or national conferences, seminars, hearings, or meetings which are devoted to matters to the benefit and welfare of the District under the direction of the Director of Technology's immediate supervisor.

7. Vehicle Allowance:

The Director of Transportation shall be paid for use of his private vehicle in the amount of two hundred and fifty dollars ($250) per month. Any vehicle expenses, including mileage, in excess of this amount shall be the responsibility of the Director of Technology.

8. Membership and Dues:

The District shall pay membership fees for appropriate organizations as approved by the Director of Technology's immediate supervisor.

9. Life and Disability Insurance:

The District shall pay for the same life and disability insurance plans as provided to other classified management employees of the District.

10. Vacation:

The Director of Technology shall be allotted fifteen (15) days vacation for the 2014-15 school year. In no case will more than 35 days of unused vacation be paid at the expiration or termination of this contract.

11. Sick Leave:

Commencing with the term of this Agreement, the Director of Technology shall be entitled to twelve (12) working days of sick leave annually which may be accrued year-to-year.

12. Evaluation:

The performance of the Director of Technology shall be assessed at least annually. This evaluation

shall be based on the position description and the mutually agreed upon and specified goals and objectives in accordance with the procedures authorized in District policies.

13. Termination:

This Agreement shall terminate upon the happening of any of the following events:

(a) By Mutual Agreement. This Agreement may be terminated at any time by mutual consent of the District and the Director of Technology;

(b) Upon the death of Director of Technology or permanent incapacity to perform the duties of this office; or

(c) Non-Renewal by District. The Board may elect not to renew this Agreement for any reason by providing forty-five (45) days' written notice to the Director of Technology in accordance with the provisions of Education Code section 35031.

(d) Termination Without Cause. Regardless of the term of this Agreement and pursuant to the requirements of Government Code Sections 53260 and 54261, it is hereby agreed that the Board, unilaterally and without cause, may terminate this Agreement and the Director of Technology's status as an employee of the District. In the event the Agreement is terminated without cause, the Director of Technology shall receive a maximum severance payment equal to the monthly salary of the Director of Technology multiplied by twelve (12) months, or the number of months left on the unexpired term of this Agreement, whichever is the lesser amount (see Government Code 53260(a) and 53261). In accordance with Government Code section 53243.2, any severance payment to the Director of Technology shall be fully reimbursed to the District if the Director of Technology is convicted of any crime involving an abuse of his office or position with the District as defined by applicable law.

(e) Termination for Cause. The Board may terminate this Agreement at any time for cause, including but not limited to, breach of contract, any ground enumerated in the Education Code or applicable Board Policies, and/or Director of Technology's failure to perform duties and responsibilities as set forth in this Agreement, the job description, or as defined by law. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds for termination has first been served upon the Director of Technology. The Director of Technology shall then be entitled to a conference with the Board at which time he shall be given a reasonable opportunity to address the Board's concerns. The Director of Technology shall have the right to have a representative of his choice at the conference with the Board. The conference with the Board shall be the Director of Technology's exclusive remedy to respond to and be heard on any charges and/or grounds for termination.

14. Entire Agreement:

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Director of Technology by the District and contains all of the covenants and Agreements between the parties with respect to that employment in any manner whatsoever.

8.5.3

agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

15. Modifications:

Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

16. Severability:

The provisions of this Agreement are divisible; if any such provision shall be deemed invalid or unenforceable, such provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

17. Law Governing Agreement:

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

18. Execution by Facsimile or in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed agreement.

Scott Leaman, Superintendent

5/15/14
Dated

Kevin Kurtz

5.15.14
Dated

8.5.4

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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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:
John Adams Academy Lincoln Petition

AGENDA ITEM AREA:
Information/Discussion

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
District Office

FINANCIAL INPUT/SOURCE:
All

MEETING DATE:
May 20, 2014

ROLL CALL REQUIRED:
No

BACKGROUND:

An update will be shared with the Board concerning John Adams Academy Lincoln.

RECOMMENDATION:

Respond to the information/discussion concerning John Adams Academy Lincoln.